



BellSouth Telecommunications, Inc.
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

REC'D TN
REGULATORY AUTH.

SEP 1 PM 2 36
September 1, 2000

OFFICE OF THE
EXECUTIVE SECRETARY

Guy M. Hicks
General Counsel

615 214-6301
Fax 615 214-7406

VIA HAND DELIVERY

David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Petition of Sprint Communications Company L.P. for Arbitration with
BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the
Telecommunications Act of 1996*
Docket No. 00-00691

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of BellSouth Telecommunications, Inc.'s Response to Sprint Communications Company, L.P.'s Petition for Arbitration. Copies of the enclosed are being provided to counsel of record for all parties.

Very truly yours,

Guy M. Hicks

GMH:ch
Enclosure

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: *Petition of Sprint Communications Company L.P. for Arbitration with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996*

Docket No. 00-00691

**BELLSOUTH TELECOMMUNICATIONS, INC.'S
RESPONSE TO SPRINT COMMUNICATIONS
COMPANY, L.P.'S PETITION FOR ARBITRATION**

Pursuant to 47 U.S.C. § 252(b)(3), BellSouth Telecommunications, Inc. ("BellSouth"), responds to the Petition for Arbitration ("Petition") filed by Sprint Communications Company, L.P. ("Sprint") and says:

INTRODUCTION

Sections 251 and 252 of the Telecommunications Act of 1996 ("1996 Act") encourage negotiations between parties to reach local interconnection agreements. Section 251(c)(1) of the 1996 Act requires incumbent local exchange companies to negotiate the particular terms and conditions of agreements to fulfill the duties described in Sections 251(b) and 251(c)(2)-(6).

Since passage of the 1996 Act on February 8, 1996, BellSouth has successfully conducted negotiations with numerous competitive local exchange companies ("CLECs") in Tennessee. To date, the Tennessee Regulatory Authority ("TRA") has approved over 90 agreements between BellSouth and CLECs. The nature and extent of these agreements vary depending on the individual needs of the companies, but the conclusion is inescapable – BellSouth has a record of embracing competition and displaying willingness to compromise and interconnect on fair and

reasonable terms. To the extent Sprint alleges that it cannot compete in the local telecommunications market in Tennessee, such limitations are self-imposed by Sprint.

As part of the negotiation process, the 1996 Act allows a party to petition a state commission for arbitration of unresolved issues.¹ The petition must identify the issues resulting from the negotiations that are resolved, as well as those that are unresolved.² The petitioning party must submit along with its petition “all relevant documentation concerning: (1) the unresolved issues; (2) the position of each of the parties with respect to those issues; and (3) any other issues discussed and resolved by the parties.”³ A non-petitioning party to a negotiation under this section may respond to the other party’s petition and provide such additional information as it wishes within 25 days after a commission receives the petition.⁴ The 1996 Act limits a commission’s consideration of any petition (and any response thereto) to the unresolved issues set forth in the petition and in the response.⁵

BellSouth and Sprint entered into a three-year Interconnection Agreement (“Agreement”) on November 7, 1997. BellSouth and Sprint agreed to continue to operate pursuant to the terms of the Agreement until such time as a new interconnection agreement is approved. Although BellSouth and Sprint negotiated in good faith, the parties have been unable to reach agreement on some issues. As a result, Sprint filed its Petition.

Through the arbitration process, a commission must resolve the unresolved issues ensuring that the requirements of Sections 251 and 252 of the 1996 Act are met. The obligations contained in those sections of the 1996 Act are the obligations that form the basis for negotiation,

¹ 47 U.S.C. § 252(b)(2).

² *See generally*, 47 U.S.C. §§ 252 (b)(2)(A) and 252 (b)(4).

³ 47 U.S.C. § 252(b)(2).

⁴ 47 U.S.C. § 252(b)(3).

and if negotiations are unsuccessful, then form the basis for arbitration. Issues or topics not specifically related to these areas are outside the scope of an arbitration proceeding. Once a commission has provided guidance on the unresolved issues, the parties must incorporate those resolutions into a final agreement to be submitted to a commission for approval.⁶

BellSouth responds below to each of the separately numbered paragraphs of Sprint's Petition for Arbitration:

PARTIES

1. On information and belief, BellSouth admits the allegations set forth in Paragraph 1 of the Petition.

2. BellSouth admits the allegations in Paragraph 2 of the Petition.

JURISDICTION AND TIMELINESS

3. In response to Paragraph 3 of the Petition, BellSouth admits that the TRA has jurisdiction over this matter.

4. In response to Paragraph 4 of the Petition, BellSouth admits that Sprint and BellSouth agreed that interconnection negotiations began on March 1, 2000, and that the Petition is timely filed.

NEGOTIATIONS

5. In response to Paragraph 5 of the Petition, BellSouth agrees that the Parties have held numerous negotiation sessions, either face-to-face or telephonically, and have conducted good-faith negotiations as required by the 1996 Act. BellSouth further agrees that,

⁵ 47 U.S.C. § 252(b)(4).

⁶ 47 U.S.C. § 252(a).

notwithstanding the good-faith negotiations, there are several issues that remain unresolved between the Parties that require TRA intervention.

6. In response to Paragraph 6 of the Petition, BellSouth admits that it is the keeper of the draft Agreement between the Parties. BellSouth further agrees that the draft Agreement contains language agreed to by the Parties, as well as language each party has proposed on issues to which the Parties could not agree. BellSouth has attached a copy of the draft Agreement as Attachment "A."

UNRESOLVED ISSUES FOR ARBITRATION

7-33. In those instances where the Parties have not agreed to language in the draft Agreement on any rate, term or condition, BellSouth respectfully requests that the TRA order language consistent with that proposed by BellSouth. To the extent any of the open issues identified in Exhibit "B" to the Petition are not ultimately resolved by the Parties, BellSouth reserves the right to set forth positions and file testimony on any such issue. In response to Paragraph 7 of the Petition, BellSouth admits that this section (§§ 7-33) sets forth Sprint's position on the unresolved issues. BellSouth denies that this section of the Petition sets forth BellSouth's position in a complete or accurate manner. In accordance with § 252(b)(3) of the 1996 Act, BellSouth sets forth below its position on each of the unresolved issues (§§ 7-33) identified by Sprint in the Petition:

ISSUE 1: Resolution of conflicts between Agreement and BellSouth tariff (Terms and Conditions - Section 18.7)

Statement of the Issue: In the event that a provision of this Agreement or an Attachment thereto, and a BellSouth tariff provision cannot be reasonably construed to avoid conflict, should the provision contained in this Agreement prevail?

BellSouth's Position: In the event of a conflict between a provision of the Agreement and a provision of an applicable tariff, the first line of resolution should be good faith negotiations in an attempt to reconcile and resolve the conflict. If no resolution can be reached through the negotiation process, conflict resolution should be as follows:

1. If the service or facility is ordered from the tariff, the terms and conditions of the tariff should prevail.
2. If the service is ordered from the Agreement (other than the section addressing resale), and the Agreement references a term, condition or rate of a tariff, that term, condition and/or rate of the tariff should prevail.
3. If the service is ordered from the Agreement, and the Agreement references the tariff for purposes of the rate only, then to the extent of a conflict as to the terms and conditions in the tariff and any terms and conditions of the Agreement, the terms and conditions of the Agreement should prevail.
4. If the service is a resale service, the terms and conditions of the Agreement, which references the appropriate tariffs, should prevail.

ISSUE 2: Access to Sprint's customer records information (Attachment 1 - Section 3.18 and Attachment 6 - Section 2.2)

Statement of the Issue: Should Sprint be compelled to provide BellSouth with faxed copies of customer records information within two (2) business days of BellSouth's request?

BellSouth's Position: THIS ISSUE HAS BEEN SETTLED

ISSUE 3: Resale of stand-alone vertical features (Attachment 1)

Statement of the Issue: Should BellSouth make its Custom Calling features available for resale on a stand-alone basis?

BellSouth's Position: BellSouth agrees to make available for resale any telecommunications service that BellSouth offers on a retail basis to subscribers that are not telecommunications carriers. To the extent that a subscriber that is not a telecommunications carrier may purchase vertical services and/or features on a stand alone basis, BellSouth will make the same services and/or features available to Sprint.

ISSUE 4: UNE combinations (Attachment 2 - Sections 1.3, 12, 13)

Statement of the Issue: Pursuant to Federal Communications Commission ("FCC") Rule 51.315(b), should BellSouth be required to provide Sprint at forward-looking incremental rates combinations of UNEs that BellSouth typically combines for its own retail customers, whether or not the specific UNEs have already been combined for the specific end-user customer in question at the time Sprint places its order?

BellSouth's Position: No. On July 18, 2000, the United States Court of Appeals for the Eighth Circuit declined to reinstate 47 C.R.F. Sec. 51.315(c)-(f) that it had previously vacated. The Court found that subsections (c)-(f), which require the ILECs to do the work of combining network elements for the competitors, violate Section 251(c)(3) of the Act, which requires ILECs to provide network elements "in a manner that allows the requesting carriers to combine such elements." Section 51-315(b), for which the Supreme Court reversed the Eight Circuit's decision to vacate, only prohibits the ILECs from separating network elements that are already combined in the network. These actions give further support for the TRA to deny Sprint's request.

ISSUE 5: Access to DSLAM, unbundled packet switching (Attachment 2 - Section 11)

Statement of the Issue: Should the TRA require BellSouth to provide access to packet switching UNEs under the limited circumstances specified in the FCC's UNE Remand Order?

BellSouth's Position: Yes. The TRA should require BellSouth to provide access to packet switching UNEs, on a location specific basis, under the limited circumstances specified in the FCC's UNE Remand Order. In paragraph 304 of its Third Report and Order, the FCC defines a DSLAM as a component of packet switching. In Paragraph 306 of that same Order, with regard to the obligation to unbundle packet switching, the FCC stated: "We decline at this time to unbundle the packet switching functionality, except in limited circumstances."

The FCC's Rule 51.319(c)(3)(B) regarding packet switching requires that an ILEC provide unbundled packet switching only where each of the following conditions are satisfied:

- (i) The incumbent LEC has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
- (ii) There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;
- (iii) The incumbent LEC has not permitted a requesting carrier to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these subloop interconnection points as defined under § 51.319(b); and
- (iv) The incumbent LEC has deployed packet switching capability for its own use.

The FCC's UNE Remand Order did nothing to change these rules.

ISSUE 6: Enhanced Extended Links (“EELs”) (Attachment 2 – Sections 12, 13)

Statement of the Issue: Should BellSouth be required to generally provide access to EELs that it ordinarily and typically combines in its network at UNE rates?

BellSouth’s Position: No. The EEL is not a mandatory UNE, and therefore, BellSouth should not be required to provide it at UNE rates. In addition, as BellSouth has argued, in order to provide the EEL, BellSouth would have to combine the loop and dedicated transport for the CLEC, and BellSouth is not required to do that, with which the TRA has agreed. (In addition, see response to Issue 4.)

ISSUE 7: Conversion of switching UNEs to market-based rate upon addition of fourth line (Attachment 2 - Sections 8.4, 8.5)

Statement of the Issue: In situations where a CLEC’s end-user customer who is located in density zone 1 in one of the top fifty Metropolitan Statistical Areas (“MSAs”) and who currently has three lines or less, adds additional lines, should BellSouth be able to convert all the lines to a negotiated rate?

BellSouth’s Position: Yes. BellSouth provides CLECs with nondiscriminatory access to local circuit switching as required on an unbundled network element basis. Pursuant to the FCC’s Third Report and Order, however, BellSouth is not required to provide access to unbundled local switching to CLECs located in the top 50 Metropolitan Statistical Areas (MSAs) and in Density Zone 1, as defined in 47 C.F.R. § 69.123 as of January 1, 1999, that serve end-users with four or more voice grade (DS0) equivalent channels or lines. Thus, BellSouth disagrees with Sprint’s position, which is contrary to FCC precedent.

ISSUE 8: Point of Interconnection (Attachment 3 - Section 2.8)

Statement of the Issue: Should BellSouth be able to designate the network Point of Interconnection (“POI”) for delivery of its local traffic?

BellSouth’s Position: Yes. The FCC addresses this issue in its Local Competition Order, in Section IV. Further, the FCC determined that each originating carrier has the right to designate its POI on the ILEC’s network. Thus, if Sprint wants BellSouth to bring BellSouth’s originating traffic to a point designated by Sprint, then Sprint should pay for those additional facilities.

ISSUE 9: Multi-jurisdictional traffic over any type trunk group (Attachment 3)

Statement of the Issue: Should the parties’ Agreement contain language providing Sprint with the ability to transport multi-jurisdictional traffic over the same trunk groups, including access trunk groups?

BellSouth’s Position: BellSouth offers multiple local interconnection trunk group options ranging from separating traffic by jurisdiction over different trunk groups to combining all traffic jurisdictions on a single trunk group (i.e., the Supergroup). Alternatively, Sprint can deliver its local traffic to BellSouth over Sprint Long Distance’s Feature Group D switched access trunk groups so long as Sprint reports the appropriate traffic jurisdictional factors (*i.e.* the PLU/PIU). Therefore, Sprint already has an option to transport multi-jurisdictional traffic over the same trunk group. Sprint’s suggested contract language on trunk groups is overly vague and open to numerous interpretations. The interconnection of two networks for the exchange of traffic is complicated and demands attention to detail. It is BellSouth’s experience that if such essential issues are adequately addressed in the contract, numerous implementation problems can be avoided.

ISSUE 10: Definition of “Local Traffic” for purposes of Reciprocal Compensation, characterization of ISP traffic as switched access traffic (Attachment 3 - Sections 6.1.1, 6.1.1.1, 6.9, 7.7.8)

Statement of the Issue: Should Internet Service Provider (“ISP”) bound traffic be included in the definition of “local traffic” for purposes of reciprocal compensation under the Agreement?

BellSouth’s Position: No. Reciprocal compensation should not apply to ISP-bound traffic. Based on the Telecommunications Act of 1996 (the “Act”) and the FCC’s Local Competition First Report and Order issued August 8, 1996, reciprocal compensation obligations under Section 251(b)(5) apply only to local traffic.

ISSUE 11: Tandem charges for comparable area (Attachment 3 - Section 6.1.6)

Statement of the Issue: Where the switch of a carrier other than an incumbent LEC serves a geographic area comparable to the area served by the incumbent LEC’s tandem switch, should the rate for such other carrier be the incumbent LEC’s tandem interconnection rate?

BellSouth’s Position: No. In order for a CLEC to appropriately charge tandem rate elements, the CLEC must demonstrate to the TRA that: 1) its switch serves a comparable geographic area to that served by the ILEC’s tandem switch; **and** 2) its switch performs local tandem functions. Clearly, the CLEC should only be compensated for the functions that it actually provides. Sprint has not demonstrated that it meets the required criteria.

ISSUE 12: Inclusion of IP telephony in definition of “Switched Access Traffic” (Attachment 3 - Sections 6.1.7, 6.7.1, 7.7.9)

Statement of the Issue: Should voice-over-Internet (“IP telephony”) traffic be included in the definition of “Switched Access Traffic”, thus obligating Sprint to pay switched access charges for such calls?

BellSouth’s Position: As with any other local traffic, reciprocal compensation should apply to local telecommunications provided via IP Telephony, to the extent that it is technically feasible to apply such charges. To the extent, however, that calls provided via IP telephony are long distance calls, access charges should apply, irrespective of the technology used to transport them.

ISSUE 13: Provisioning intervals for physical and virtual collocation (Attachment 4 and 4A - Section 6.4)

Statement of the Issue: Should the parties’ Interconnection Agreement include provisioning intervals proposed by Sprint for physical and virtual collocation and other provisioning intervals?

BellSouth’s Position: No. Upon a firm order by an applicant carrier, BellSouth will provision physical collocation as quickly as possible, but within 90 calendar days under ordinary circumstances and 130 calendar days under extraordinary conditions. As to virtual collocation, BellSouth will provision a firm order as quickly as possible, but within 50 calendar days under ordinary circumstances and 75 calendar days under extraordinary conditions.

ISSUE 14: Construction and provisioning interval (Attachment 4 - Section 6.4)

Statement of the Issue: Is it appropriate for BellSouth to exclude from its physical caged collocation interval the time interval required to secure the necessary building licenses and permits?

BellSouth's Position: Yes. Collocation intervals should exclude the time spent obtaining any needed building permits and licenses because BellSouth has no control over the amount of time it takes a third party municipality to complete the permitting and licensing process.

ISSUE 15: Time frame to provide reports regarding space availability (Attachment 4 - Section 2.2.2)

Statement of the Issue: Regarding multiple requests for collocation space availability reports on specific BellSouth central offices, should BellSouth provide such reports within the time intervals proposed by Sprint?

BellSouth's Position: No. When a CLEC makes a Space Availability Report request for a particular central office under the FCC Rule, BellSouth will respond within ten (10) calendar days, including all information required by the FCC. This interval should exclude any national holidays and, if the tenth calendar day falls on a national holiday or weekend, the due date should be considered to be the next working day. When a CLEC requests five (5) or more Reports at the same time, the TRA should order the parties to negotiate a due date for the response.

ISSUE 16: Priority of space assignment for "space exhausted" Central Offices (Attachment 4 - Section 2.7)

Statement of the Issue: Should Sprint be given space priority over other CLECs in the event that Sprint successfully challenges BellSouth's denial of space availability in a given central office, and the other CLECs who have been denied space do not challenge?

BellSouth's Position: No. The application of the "first-come, first-served" rule, as required by the FCC, provides the most rational treatment of all collocation space applicants. Further, basing priority on a successful challenge would circumvent the "first-come first-served" rule, be

completely unmanageable, and will only cause CLECs to file complaints in order to preserve their priority on the waiting list, rather than for the pursuit of a legitimate dispute.

ISSUE 17: Demarcation point (Attachment 4 - Section 5.4)

Statement of the Issue: Should Sprint have the ability to designate the point of demarcation, in or adjacent to its collocation space, between Sprint's collocated equipment and BellSouth's equipment?

BellSouth's Position: No. Sprint confuses the point of demarcation with the POI. While the 1996 Act allows the originating carrier to interconnect (*i.e.*, choose the POI) at any technically feasible point, when a CLEC chooses collocation as the method of interconnecting, FCC Rule 51.323 dictates where the POI will occur.

The point of demarcation is not the same as the POI. There is nothing in the 1996 Act or the FCC Rules that allow the CLEC to choose the point of demarcation on the ILEC's network. Consistent with the DC Circuit's recent collocation decision, BellSouth has the right to determine the demarcation point within the central office for CLECs choosing collocation as their method of interconnecting with BellSouth's network.

ISSUE 18: Additions and augmentations (Attachment 4 - Section 6.4.1)

Statement of the Issue: In instances where Sprint desires to add additional collocation equipment that would require BellSouth to complete additional space preparation work, should BellSouth be willing to commit to specific completion intervals for specific types of additions and augmentations to the collocation space?

BellSouth's Position: No. BellSouth will have different implementation intervals depending on the type of addition or augmentation, so each one needs to be reviewed individually. Thus, each addition or augmentation should be treated in the same manner as a new application. (See Issue 14 for BellSouth's proposed provisioning intervals for physical and virtual collocation arrangements) Ultimately, the amount of work and associated time to complete the work depends on the requested change and the central office. The same augmentation work can be done in different central offices and require different infrastructure, building and power jobs to meet the needs of the request.

ISSUE 19: Use of BellSouth certified vendor to perform work required outside of Sprint's collocation space (Attachment 4 - Section 6.5)

Statement of the Issue: Should BellSouth be responsible for performing any or all engineering and installation work that is outside Sprint's collocation space?

BellSouth's Position: No. BellSouth is a telecommunications carrier and, as such, there is no requirement for BellSouth to perform as a contractor or vendor for Sprint. BellSouth provides a list of certified vendors to all CLECs including Sprint. The list is the same list BellSouth uses for its own installation work. Sprint should use the list in the same manner as BellSouth. BellSouth does not do its own installation work; furthermore, there is no requirement that BellSouth certify itself as a vendor for the sole purpose of making itself available to Sprint and/or other CLECs as a vendor. The TRA has previously determined that, in these circumstances, the CLEC is required to retain an independent third-party vendor to perform the work. (First Order of Arbitration Award, *In Re: Petition of Nextlink Tennessee, L.L.C. for Arbitration of*

Interconnection with BellSouth Telecommunications, Inc., TRA Docket No. 98-00123, May 18, 1999, at pp. 7-8.)

ISSUE 20: Transition from virtual collocation to physical collocation (Attachment 4 - Section 6.9)

Statement of the Issue: Are there situations where Sprint should be permitted to convert in place when transitioning from a virtual collocation arrangement to a cageless physical collocation arrangement?

BellSouth's Position: BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where there are no extenuating circumstances or technical reasons that would prevent the arrangement from becoming a safety hazard within the premises or otherwise being in conformance with the terms and conditions of the collocation agreement and where (1) there is no change to the arrangement; (2) the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the premises reserved for BellSouth's forecast of future growth; and (3) due to the location of the virtual collocation arrangement, the conversion of said arrangement to a physical arrangement would not impact BellSouth's ability to secure its own facilities.

ISSUE 21: Payment in advance for make-ready work performed by BellSouth (Attachment 8 - Sections 6.2, 9.5)

Statement of the Issue: Should Sprint be required to pay the entire cost of make-ready work prior to BellSouth's satisfactory completion of the work?

BellSouth's Position: Sprint should be obligated to pay for pre-license surveys and make-ready work in advance, as such payments are commercially reasonable and will ensure that all CLECs are treated in a nondiscriminatory manner with respect to such work.

ISSUE 22: Benchmark based on BellSouth affiliate performance (Attachment 9 - Section 3.3.1)

Statement of the Issue: Should the Agreement contain a provision stating that if BellSouth has provided its affiliate preferential treatment for products or services as compared to the provision of those same products or services to Sprint, then the applicable standard (i.e., benchmark or parity) will be replaced for that month with the level of service provided to the BellSouth affiliate?

BellSouth's Position: No. In the context of performance measurements, the only current BellSouth affiliate that could potentially be relevant to the discussion is BellSouth's affiliated CLEC entity, ("BSE-CLEC") for that is the only affiliate that could provide local exchange services. In Tennessee, however, the TRA has not allowed BSE-CLEC to offer services in BellSouth's territory, thus rendering Sprint's analysis moot.

Notwithstanding the above, Sprint seems to propose, inappropriately, that BellSouth's performance to BSE-CLEC, if better than BellSouth's performance to its retail customers, serve as the floor from which discrimination should be measured. Moreover, under Sprint's proposal, during some months the analog would be BellSouth's performance to its retail units, and some months it would be its performance to BSE-CLEC. To make BellSouth's monthly standard a moving target is absurd and defeats the purpose of having self-effectuating, easily implemented performance standards in the first place. Further, at this point in time BSE-CLEC has no

Tennessee data from which to develop an analog. Thus, Sprint's proposal, besides being inappropriate and inapplicable, is impossible to implement. The FCC, moreover, has determined that performance comparisons should be made to the service BellSouth provides its retail customers.

With respect to services measured by benchmarks instead of retail analogs, Sprint's proposal is irrelevant. With benchmarks, the only relevant test is whether the predetermined benchmark is met. The benchmark does not change from month to month. Regardless of performance to an affiliate, performance is measured based on this constant benchmark.

ISSUE 23: Disaggregation of Measurement Data (Attachment 9 - Section 5.9)

Statement of the Issue: Should BellSouth geographically disaggregate its measurement data consistent with the geographic units that BellSouth currently utilizes when producing external or internal performance related reports in Tennessee, and, if BellSouth has not established geographical units in Tennessee smaller than statewide reporting, should Metropolitan Statistical Area ("MSA") level reporting be the default level of geographic disaggregation?

BellSouth's Position: The 1996 Act requires BellSouth to produce Performance Measurements that permit regulatory bodies to monitor non-discriminatory access. It was not the intent of the Act or the FCC to have measurements for each and every process or sub-process, for each and every product, at the lowest geographic level, each month. At a minimum, the number of measurements to be reported would triple if reporting were done at the MSA level. In considering geographic disaggregation below the state level, the TRA must consider if even more results will clarify, or further confuse, the TRA's ability to detect non-discriminatory access.

ISSUE 24: Audits (Attachment 9 - Section 6)

Statement of the Issue: Should the Agreement include BellSouth's performance measurements audit proposal that provides for one annual, aggregate level audit, as reflected in Appendix C of BellSouth's current Service Quality Measurement ("SQM") document?

BellSouth's Position: BellSouth's Service Quality Measurements, Appendix C, sets forth BellSouth's position on auditing performance measurements. This position provides the TRA with sufficient auditing capability to conclude that BellSouth is meeting its obligations under the Act. Under Sprint's proposal, given the number of CLECs with whom BellSouth has interconnection agreements, BellSouth would potentially have to conduct hundreds of audits each year, at significant cost. BellSouth's proposal balances the need to provide CLECs with the ability to audit performance data with the need to keep the process manageable, efficient, and cost-effective.

ISSUE 25: Effective Date of BellSouth's VSEEM III Remedies Proposal (Attachment 9 - Section 7.2)

Statement of the Issue: Should the effective date of BellSouth's VSEEM III remedies proposal be tied to the date that BellSouth receives interLATA authority for the jurisdiction in question?

BellSouth's Position: Yes. The FCC has identified the implementation of enforcement mechanisms to be a condition of 271 relief. The FCC reviews performance and remedy plans as a part of its Public Interest Analysis. These plans are an additional incentive to ensure that BellSouth continues to comply with the competitive checklist after interLATA relief is granted. Enforcement mechanisms and remedies, however, are neither necessary nor required to ensure that BellSouth meets its obligations under Section 251 of the Act and the FCC has never

indicated otherwise. Thus, it is appropriate that the VSEEM III proposal not take effect until it is necessary to serve its purpose – i.e., until after BellSouth receives interLATA authority.

ISSUE 26: Application of Statistical Methodology to Service Quality Measurements (“SQM”) document (Attachment 9 – Exhibit B)

Statement of the Issue: Should BellSouth’s be allowed to omit the statistical methodology in Exhibit B from its SQM performance measures provided to Sprint?

BellSouth’s Position: Statistical methodology is not used on, or a part of BellSouth’s Service Quality Measurements (“SQM”). Sprint is trying to merge the contents of two different plans. The statistical methodology being requested by Sprint is part and parcel of BellSouth’s VSEEM III remedies plan, which BellSouth is not offering to Sprint. Sprint, therefore, is not entitled to the information that it is requesting.

CONTRACT PROVISIONS CURRENTLY UNDER NEGOTIATIONS

34. In response to Paragraph 34 of the Petition, BellSouth agrees with the procedure set forth by Sprint for the resolution of the issues identified in Exhibit “B” to the Petition, to the extent said issues are not resolved by the Parties. Thus, BellSouth also reserves the right to set forth a position and file testimony on any issue in Exhibit “B” to the Petition not ultimately resolved by the Parties.

ISSUES DISCUSSED AND RESOLVED BY THE PARTIES

35. In response to Paragraph 35 of the Petition, BellSouth agrees with the procedure set forth by Sprint for the resolution of any misunderstanding as to whether an issue was actually agreed to by the Parties. Thus, BellSouth reserves the right to set forth a position and file

testimony on any issue where it is subsequently discovered that the Parties are not in agreement on an issue that both parties previously believed they were in agreement.

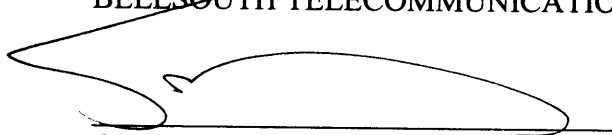
CONCLUSION

36. To the extent necessary, BellSouth denies the allegations in paragraph 36 of the Petition. BellSouth respectfully requests that the TRA enter an order in favor of BellSouth on each of the issues set forth herein, and grant BellSouth such other relief as the TRA deems just and proper.

38. Any allegation in the Petition not specifically admitted herein is expressly denied.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

A handwritten signature in dark ink, appearing to read 'Guy M. Hicks', is written over a horizontal line.

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301

R. Douglas Lackey
E. Earl Edenfield, Jr.
A. Langley Kitchings
675 West Peachtree Street, Suite 4300
Atlanta, Georgia 30375

CERTIFICATE OF SERVICE

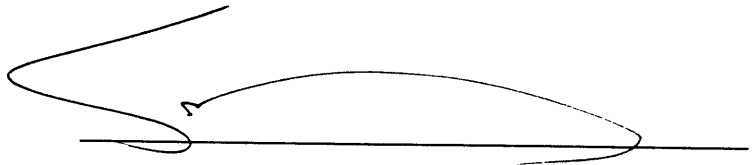
I hereby certify that on September 1, 2000, a copy of the foregoing document was served on the parties of record, via hand delivery or U.S. Mail, postage-prepaid, addressed as follows:

- ☐ Hand
- ☒ Mail
- ☐ Facsimile
- ☐ Overnight

James Wright, Esq.
Sprint Communications
14111 Capitol Blvd.
Wake Forest, NC 27587

- ☐ Hand
- ☒ Mail
- ☐ Facsimile
- ☐ Overnight

William R. Atkinson, Esq.
Benjamin A. Fincher, Esq.
Sprint Communications
3100 Cumberland Circle
Atlanta, GA 30339

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal line.

**AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND
SPRINT COMMUNICATIONS COMPANY L.P.**

TABLE OF CONTENTS

General Terms and Conditions

Part A

1. Purpose
2. Term of the Agreement
3. Renewal
4. Ordering Procedures
5. Parity
6. White Pages Listings
7. Bona Fide Request/New Business Request Process for Further Unbundling
8. Court Ordered Requests for Call Detail Records and Other Subscriber Information
9. Liability and Indemnification
10. Intellectual Property Rights and Indemnification
11. Treatment of Proprietary and Confidential Information
12. Publicity
13. Assignments
14. Resolution of Disputes
15. Taxes
16. Force Majeure
17. Year 2000 Compliance
18. Most Favored Nations (MFN)
19. Modification of Agreement
20. Waivers
21. Governing Law
22. Audits and Examinations
23. Remedies
24. Branding
25. Network Security
26. Relationship of Parties
27. No Third Party Beneficiaries
28. Survival
29. Responsibility for Environmental Hazards
30. Notices
31. Rule of Construction
32. Headings of No Force or Effect
33. Multiple Counterparts
34. Implementation of Agreement
35. Filing of Agreement
36. Entire Agreement

Part B - Definitions

TABLE OF CONTENTS (continued)

- Attachment 1 - Resale**
- Attachment 2 - Network Elements and Other Services**
- Attachment 3 - Network Interconnection**
- Attachment 4 - Physical Collocation**
- Attachment 5 - Access to Numbers and Number Portability**
- Attachment 6 - Ordering and Provisioning**
- Attachment 7 - Billing and Billing Accuracy Certification**
- Attachment 8 - Rights-of-Way, Conduits and Pole Attachments**
- Attachment 9 - Performance Measurements**
- Attachment 10- Agreement Implementation Template**

19.7 **DISAGREE**

22.1.4 **OPEN pending Sprint review of proposed BellSouth language**

29.7 **OPEN Sprint – Review of Environmental Hazard sections in General Terms,
Collocation and Rights of Way Attachments.**

Definitions **OPEN**

AGREEMENT

THIS INTERCONNECTION AND RESALE AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and Sprint Communications Company L.P. (“Sprint”), a Delaware Limited Partnership (“the Agreement”). This Agreement may refer to either BellSouth or Sprint or both as a “Party” or “Parties, and is made effective upon the date that it is signed by both parties (“Effective Date”) which is

RECITALS

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Sprint is a Competitive Local Exchange Carrier (“CLEC”) authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and

WHEREAS, Sprint is a Telecommunications Carrier and has requested that BellSouth negotiate an Agreement with Sprint for the provision of Interconnection, Unbundled Network Elements, and Ancillary Functions as well as Telecommunications Services for resale, pursuant to the Telecommunications Act of 1996 (the “Act”) and in conformance with BellSouth’s duties under the Act,

NOW THEREFORE, in consideration of the terms and agreements contained herein, BellSouth and Sprint mutually agree as follows:

1. **Purpose**

This Agreement specifies the rights and obligations of the parties with respect to the establishment of local interconnection, the resale of telecommunications services, and the purchase of unbundled network elements (“UNEs”).

2. Term of the Agreement

- 2.1 The term of this Agreement is three (3) years from the Effective Date. Upon mutual agreement of the Parties, the term of this Agreement may be extended. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth below.
- 2.2 In the event of default, the non-defaulting Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the Defaulting Party does not remedy the alleged default within 60 days after written notice thereof. Default is defined as:
- a. Either Party's material breach of any of the terms or conditions hereof;
or
 - b. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party.

3. Renewal

- 3.1 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of resale and/or local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").
- 3.2 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 3.1, above, the Parties are unable to satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection and/or resale arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection and/or resale arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.
- 3.3 Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the

Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section 3.2 above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the Commission for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Sprint pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the Commission. If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to Sprint pursuant to such Interconnection Agreement that Sprint may elect pursuant to Section 252 (i) of the Act and Section 17 of this agreement. In the event that no election is made, BellSouth will continue to provide services to Sprint pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or the Interconnection Agreement elected by Sprint under the term of this provision and section of this agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective retroactive to the day following expiration of this Agreement.

4. Ordering Procedures

- 4.1 The ordering procedures are as detailed in Attachment 6 Ordering and Provisioning of this Agreement, incorporated herein by this reference.

5. Parity

- 5.1 When Sprint purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. The quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Sprint shall be at least equal in quality to that which BellSouth provides to itself or such access as would offer an efficient carrier a meaningful opportunity to compete.

6. White Pages Listings

BellSouth shall provide Sprint and their customers access to white pages directory listings under the following terms:

- 6.1 Listings. BellSouth or its agent will include Sprint residential and business customer listings in the appropriate White Pages (residential and business)

alphabetical directories. There will be no distinction made between Sprint and BellSouth customer listings.

- 6.2 Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to Sprint or its subscribers provided that Sprint provides subscriber listing information to BellSouth at no charge.
- 6.3 Procedures for Submitting Sprint Subscriber Information. BellSouth will provide to Sprint a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Sprint will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures, which are the same for resale and Unbundled Network Element based services, are detailed in BellSouth's Local Interconnection and Facility Based Ordering Guide.
- 6.4 Non-listed/Non-Published Subscribers. Sprint will be required to provide to BellSouth the names, addresses and telephone numbers of all Sprint customers that wish to be omitted from directories and designated accordingly as either non-published or non-listed.
- 6.5 Inclusion of Sprint Customers in Directory Assistance Database. BellSouth will include and maintain Sprint subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and Sprint will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.
- 6.6 Listing Information Confidentiality. BellSouth will accord Sprint's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information. BellSouth shall ensure that access to Sprint customer proprietary listing information will be limited solely to those of BellSouth and BellSouth's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. BellSouth will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation.
- 6.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff. In addition to a basic White Pages listing, BellSouth will provide, at the rates set forth in Attachment 1 of this Agreement, tariffed White Pages listings (e.g., additional, alternate, foreign and non-published listings) for Sprint to offer for resale to Sprint's customers.
- 6.8 Delivery. BellSouth or its agent shall deliver White Pages directories to Sprint subscribers at no charge.

6.9 BellSouth agrees to provide White Pages distribution services to Sprint customers within ILEC's service territory at no additional charge to Sprint. BellSouth represents that the quality, timeliness, and manner of such distribution services will be at parity with those provided to BellSouth and to other Sprint customers.

6.10 BellSouth will not sell or license Sprint's White Pages directory listing information to any third party without Sprint's prior written consent.

7. Bona Fide Request/New Business Request Process for Further Unbundling

7.1 Any request by Sprint for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth following. For those products and services that have been made available to other CLECs, such services shall be made available to Sprint on the same rates, terms and conditions through an amendment to this agreement.

7.2 A Bona Fide Request shall be submitted in writing by Sprint and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include Sprint's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

7.3 Although not expected to do so, Sprint may cancel, without penalty, a Bona Fide Request in writing at any time. BellSouth will then cease analysis of the request.

7.4 Within two (2) business days of its receipt, BellSouth shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.

7.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, BellSouth shall provide to Sprint a preliminary analysis of the Bona Fide Request. The preliminary analysis will include BellSouth's proposed price (plus or minus 25 percent) and state whether BellSouth can meet Sprint's requirements, the requested availability date, or, if BellSouth cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet Sprint's requested availability date. BellSouth also shall indicate in this analysis its agreement or disagreement with Sprint's designation of the request as being pursuant to the Act or pursuant to the needs of the business. If BellSouth does not agree with Sprint's designation, it may utilize the procedures set forth in Section 14 of the General Terms and Conditions of this Agreement. In no event, however, shall any such dispute delay BellSouth's processing of the request. If BellSouth determines that it is not able

to provide Sprint with a preliminary analysis with thirty (30) days of BellSouth's receipt of a Bona Fide Need request, BellSouth will inform Sprint as soon as practicable. Sprint and BellSouth will then determine a mutually agreeable date for receipt of the preliminary analysis.

- 7.6 As soon as possible, but in no event more than ninety (90) days after receipt of the request, BellSouth shall provide Sprint with a firm Bona Fide Request quote which will include, at a minimum, the firm availability date, the applicable rates and the installation intervals, and a binding price quote.
- 7.7 Unless Sprint agrees otherwise, all proposed prices shall be the pricing principles of this Agreement, in accordance with the Act, and any applicable FCC and Commission rules and regulations. Payments for services purchased under a Bona Fide Request will be made as specified in this Agreement, unless otherwise agreed to by Sprint.
- 7.8 Within thirty (30) days after receiving the firm Bona Fide Request quote from BellSouth, Sprint will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if BellSouth responds that it cannot or will not offer the requested item in the Bona Fide Request and Sprint deems the item essential to its business operations, and deems BellSouth's position to be inconsistent with the Act, FCC or Commission regulations and/or the requirements of this Agreement, the dispute may be resolved pursuant to Section 14 of the General Terms and Conditions of this Agreement.

8. Court Ordered Requests for Call Detail Records and Other Subscriber Information

To the extent technically feasible, BellSouth maintains call detail records for Sprint end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for Sprint end users for the same length of time it maintains such information for its own end users.

- 8.1 Sprint agrees that BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to Sprint end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.
- 8.2 Sprint agrees that in cases where Sprint receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to Sprint end users, Sprint will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Billing for call detail

information will be generated by BellSouth and directed to the law enforcement agency initiating the request.

8.3 In cases where the timing of the response to the law enforcement agency prohibits Sprint from having the subpoena or court ordered request redirected to BellSouth by the law enforcement agency, Sprint will furnish the official request to BellSouth for providing the call detail information. BellSouth will provide the call detail records to Sprint and bill Sprint for the information. Sprint agrees to reimburse BellSouth for the call detail information provided.

8.4 Sprint will provide Sprint end user and/or other customer information that is available to Sprint in response to subpoenas and court orders for their own customer records. BellSouth will redirect subpoenas and court ordered requests for Sprint end user and/or other customer information to Sprint for the purpose of providing this information to the law enforcement agency.

9. **Liability and Indemnification**

9.1 Liabilities of BellSouth. Unless expressly stated otherwise in this Agreement, the liability of BellSouth to Sprint resulting from any and all causes shall not exceed the amounts owing Sprint under the agreement in total.

9.2 Liabilities of Sprint. Unless expressly stated otherwise in this Agreement, the liability of Sprint to BellSouth resulting from any and all causes shall not exceed the amounts owing BellSouth under the agreement in total.

9.3 Each Party shall, to the greatest extent permitted by Applicable Law, include in its local switched service tariff (if it files one in a particular state) or in any state where it does not file a local service tariff, in an appropriate contract with its customers that relates to the Services and Elements provided under this Agreement, a limitation of liability (i) that covers the other Party to the same extent the first Party covers itself and (ii) that limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss.

9.4 No Consequential Damages. Neither Sprint nor BellSouth shall be liable to the other Party for any indirect, incidental, consequential, reliance, or special damages suffered by such other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other parties (collectively, "Consequential Damages")), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the parties knew of the possibility that such damages could result. Each Party hereby releases the other Party and such other Party's subsidiaries and affiliates, and their respective officers, directors, employees and agents from any such claim for consequential damages. Nothing contained in this section shall limit BellSouth's

or Sprint's liability to the other for actual damages resulting from (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal property caused by BellSouth's or Sprint's negligent act or omission or that of their respective agents, subcontractors or employees, nor shall anything contained in this section limit the parties' indemnification obligations as specified herein.

- 9.5 **Obligation to Indemnify and Defend.** Each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third Party ("a Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status of its employees, agents and subcontractors, or (iii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right, now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from Sprint or Sprint's Customer's use of the Services and Elements provided under this Agreement.
- 9.6 **Defense; Notice; Cooperation.** Whenever the Indemnitee knows or should have known of a claim arising for indemnification under this Section 9, it shall promptly notify the Indemnifying Party of the claim in writing within 30 calendar days and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall

not be responsible for, nor shall it be obligated to indemnify the relevant Indemnatee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnatee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnatee and also shall be entitled to employ separate counsel for such defense at such Indemnatee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnatee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

10. Intellectual Property Rights and Indemnification

- 10.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Unless Otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This paragraph 10.1 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
- 10.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.
- 10.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party

of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.

- 10.4 **Claim of Infringement.** In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense:

(a) modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

(b) obtain a license sufficient to allow such use to continue.

In the event (a) or (b) are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

- 10.5 **Exception to Obligations.** Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

- 10.6 **Exclusive Remedy.** The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

11. **Treatment of Proprietary and Confidential Information**

- 11.1 **Proprietary and Confidential Information: Defined.** It may be necessary for BellSouth and Sprint, each as the "Discloser," to provide to the other party, as "Recipient," certain proprietary and confidential information (including trade secret information), including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, prices, costs, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Discloser's Confidential Information"). All Discloser's Confidential Information shall be

provided to Recipient in written or other tangible or electronic form, clearly marked with a confidential and proprietary notice. Discloser's Confidential Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure.

- 11.2 Use and Protection of Disclosers Confidential Information. Recipient shall use the Discloser's Confidential Information solely for the purpose(s) of performing this Agreement, and Recipient shall protect Discloser's Confidential Information from any use, distribution or disclosure except as permitted hereunder. Recipient will use the same standard of care to protect Discloser's Confidential Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient may disclose Discloser's Confidential Information solely to the Authorized Representatives of the Recipient who (a) have a substantive need to know such Discloser's Confidential Information in connection with performance of the Agreement; (b) have been advised of the confidential and proprietary nature of the Discloser's Confidential Information; and (c) have personally acknowledged the need to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. "Authorized Representatives" are the officers, directors and employees of Recipient and its Affiliates, as well as Recipient's and its Affiliates' consultants, contractors, counsel and agents.
- 11.3 Ownership, Copying and Return of Discloser's Confidential Information. Discloser's Confidential Information remains at all times the property of Discloser. Recipient may make tangible or electronic copies, notes, summaries or extracts of Discloser's Confidential Information only as necessary for use as authorized herein. All such tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Upon Discloser's request, all or any requested portion of the Discloser's Confidential Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Discloser's Confidential Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Discloser's Confidential Information has been returned or destroyed.
- 11.4 Exceptions. Discloser's Confidential Information does not include: (a) any information publicly disclosed by Discloser; (b) any information Discloser in writing authorizes Recipient to disclose without restriction; (c) any information already lawfully known to Recipient at the time it is disclosed by Discloser, without an obligation to keep it confidential; or (d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed and/or independently developed such information. If Recipient is required to provide Discloser's Confidential Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice

of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Discloser's Confidential Information disclosed in response to a written court order, subpoena, regulation or process of law.

- 11.5 Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Section is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, as the case may be, are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.
- 11.6 Survival of Confidentiality Obligations. The parties' obligations under this Section 11 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Discloser's Confidential Information exchanged during the term of this Agreement but in no event longer than 3 years from receipt of such information. Thereafter, the parties' obligations hereunder survive and continue in effect with respect to any Discloser's Confidential Information that is a trade secret under applicable law.
- 11.7 Except as other wise expressly provided in this Section, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.
- 11.8 BellSouth shall not use proprietary carrier information pursuant to Section 222 (b) of the Act received from Sprint for purposes of soliciting or winning back Sprint's customers.
- 11.9 Sprint shall not use proprietary carrier information pursuant to Section 222 (b) of the Act received from BellSouth for purposes of soliciting or winning back BellSouth's customers.
12. Publicity
- 12.1 Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party intentionally mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

13.

Assignments

Sprint may not assign or transfer (whether by operation of law or otherwise) this Agreement, or any rights or obligations hereunder, to a third person without the prior written consent of BellSouth, provided that Sprint may assign or transfer this Agreement with notice, but without the prior written consent of BellSouth, to any entity that is certified as a Competitive Local Exchange Carrier by the relevant state regulatory Commission or is otherwise authorized by the Commission to provide local exchange services.

BellSouth may not assign or transfer (whether by operation of law or otherwise) this Agreement, or any rights or obligations hereunder, to a third person without the prior written consent of Sprint, provided that BellSouth may assign or transfer this Agreement with notice, but without the prior written consent of Sprint, to any entity provided such entity, is and shall be, for the remainder of the term of this Agreement, a successor or assign of BellSouth pursuant to § 251 (h) (1) of the Act, subject to all of the same §§ 251 and 252 obligations as BellSouth.

If during the Term of this Agreement, BellSouth sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, BellSouth shall provide Sprint not less than ninety (90) days prior written notice of such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, Sprint acknowledges that BellSouth shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer, and that Sprint must establish its own Section 251 and 252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

14.

Resolution of Disputes

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. Either Party may seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. The other Party will not object to such expedited resolution of a dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of the fees and expenses so incurred. Until the dispute is finally resolved, each Party shall continue to perform its obligations under this Agreement and shall continue to provide all services and payments as prior to the dispute provided however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking other legal remedies.

15. Taxes

15.1 Definition. For purposes of this Section, the terms “taxes” and “fees” shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed on, or sought to be imposed on, either of the Parties and measured by the charges or payments, for the services furnished hereunder, excluding any taxes levied on income.

15.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

15.2.1 Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

15.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

15.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

15.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

15.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

15.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not lawfully due, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be lawfully due, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In the event that such contest must be pursued in the name of the providing Party, the providing Party shall permit the purchasing Party to pursue the contest in the name of providing Party and the providing Party shall have the opportunity to participate fully in the

preparation of such contest. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

- 15.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 15.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 15.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are reasonably and necessarily incurred by the providing Party in connection with any claim for or contest of any such tax or fee
- 15.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 15.4 Taxes and Fees Imposed on Seller But Passed On To Purchasing Party.
- 15.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 15.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 15.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain responsibility for determining whether and to what

extent any such taxes or fees are applicable. The providing Party shall further retain responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, the Parties agree to consult in good faith as to such contest and that any such contest undertaken at the request of purchasing Party shall be at the purchasing Party's expense. In the event that such contest must be pursued in the name of the providing Party, providing Party shall permit purchasing Party to pursue the contest in the name of providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest.

- 15.4.4 If, after consultation in accordance with the preceding Section, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the procedures in Section 14 of the General Terms and Conditions of this Agreement. Utilization of the dispute resolution process shall not relieve the purchasing Party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.
- 15.4.5 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee with the imposing authority, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 15.4.6 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 15.4.7 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

15.4.8 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

15.9 **Mutual Cooperation.** In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest. Each Party agrees to indemnify and hold harmless the other Party from and against any losses, damages, claims, demands, suits, liabilities and expenses, including reasonable attorney's fees, that arise out of its failure to perform its obligations under this section.

16. **Force Majeure**

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire flood, earthquake or like acts of God, wars, revolution, riots, insurrections,, explosion, terrorists acts, , nuclear accidents, power blackouts, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, , or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

17. **Year 2000 Compliance**

Each party agrees, if requested by the other party, to provide written evidence to demonstrate the implementation of its Year 2000 Compliance program, including any applicable target compliance dates.

18. **Most Favored Nations (MFN)**

18.1 BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Sprint any interconnection, service, or network element provided under any other agreement filed and approved pursuant to

47 USC § 252. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

19. Modification of Agreement

- 19.1 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective unless it is made in writing and duly signed by the Parties.
- 19.2 If Sprint changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Sprint to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 19.3 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).
- 19.4 Upon the effective date of any legislative, regulatory, judicial or other legal action that materially affects any material terms of this Agreement, or the ability of Sprint or BellSouth to perform any material terms of this Agreement, Sprint or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date of the order by the court, Commission or FCC, whether such action was commenced before or after the effective date of this Agreement. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 14.
- 19.5 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be effective thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

- 19.6 To the extent the BFR process set forth herein does not apply, upon delivery of written notice of at least thirty (30) days, either Party may request negotiations of the rates, prices and charges, terms, and conditions not now covered by this Agreement.

DISAGREE

BELLSOUTH PROPOSAL:

- 19.7 Nothing in this Agreement shall preclude Sprint from purchasing any services or facilities under any applicable and effective BellSouth tariff. Each party hereby incorporates by reference those provisions of its tariffs that govern the provision of any of the services or facilities provided hereunder. In the event of a conflict between a provision of the Agreement and a provision of an applicable tariff, the parties agree to negotiate in good faith to attempt to reconcile and resolve such conflict. If any provision of the Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, and the parties cannot resolve such conflict through negotiation, such conflict shall be resolved as follows:
- 19.7.1 If the service or facility is ordered from the tariff, the terms and conditions of the tariff shall prevail.
- 19.7.2 If the service is ordered from this Agreement (other than resale), and the Agreement references a term, condition or rate of a tariff, such term, condition or rate of the tariff shall prevail.
- 19.7.3 If the service is ordered from this Agreement, and the Agreement references the tariff for purposes of the rate only, then to the extent of a conflict as to the terms and conditions in the tariff and any terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- 19.7.4 If the service is a resale service, the terms and conditions of the Agreement shall prevail.

SPRINT PROPOSAL:

- 19.7 Nothing in this Agreement shall preclude Sprint from purchasing any services or facilities under any applicable and effective BellSouth tariff. Each party hereby incorporates by reference those provisions of its tariffs that govern the provision of any of the services or facilities provided hereunder. In the event of a conflict between a provision of this Agreement and a provision of an applicable tariff, the Parties agree to negotiate in good faith to attempt to reconcile and resolve such conflict. If any provisions of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid

conflict, the provision contained in this Agreement, or any Attachment hereto, shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such tariff shall not be interpreted as, or be deemed as grounds for finding, a conflict for purposes of this Section.

- 19.8 The Parties intend that any additional services agreed to by both Parties relating to the subject matter of this Agreement will be incorporated into this Agreement by amendment.

20. Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

21. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State in which the services are being ordered, without regard to its conflict of laws principles.

22. Audits and Examinations [OK pending notice of what audit expenses are involved]

- 22.1 Unless or until such time as a billing accuracy certification program has been implemented pursuant to Section 2 of Attachment 7, the audit process provided in this Section 22.1 shall apply.

- 22.1.1 Subject to BellSouth's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, Sprint may audit BellSouth's books, records and other documents once in each 12 month period for the purpose of evaluating the accuracy of BellSouth's billing and invoicing. Such audit may include examination of the flow of call detail records from BellSouth's switch to BellSouth's internal systems to the usage file transmitted to Sprint. Sprint may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than sixty (60) days after notice thereof to BellSouth.

- 22.1.2 BellSouth shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by Sprint in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be

resolved pursuant to the procedures described in Section 14, Resolution of Disputes, of the General Terms and Conditions of this Agreement.

- 22.1.3 BellSouth shall cooperate fully in any such audit, providing reasonable access to any and all appropriate BellSouth employees and books, records and other documents reasonably necessary to assess the accuracy of BellSouth's bills.
- 22.1.4 Third party audits requested by Sprint ~~Audits~~ shall be at Sprint's expense, subject to reimbursement by BellSouth in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by Sprint hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the Services and Elements during the period covered by the audit. In the event the audit is not conducted by a third party, each Party shall bear its own expense incurred in conduction the audit. [OPEN Sprint review]
- 22.1.5 Upon (i) the discovery by BellSouth of overcharges not previously reimbursed to Sprint or (ii) the resolution of disputed audits, BellSouth shall promptly reimburse Sprint the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.
- 22.1.6 This Section shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.
- 23. Remedies**
- 23.1 In addition to any other rights or remedies, and unless specifically provided here and to the contrary, either Party may sue in equity for specific performance, where authorized under applicable law.
- 23.2 Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.
- 24. Branding**
- 24.1 In all cases of operator and directory assistance services Sprint provides using services provided by BellSouth under this Agreement, BellSouth shall, where technically feasible, at Sprint's sole discretion and expense, brand any and all such services at all points of customer contact exclusively as Sprint services, or

otherwise as Sprint may specify, or be provided with no brand at all, as Sprint shall determine. If BellSouth cannot provide such branding of Operator Services and Directory Assistance, BellSouth should unbrand for all, including itself.

- 24.2 Sprint shall provide the exclusive interface to Sprint subscribers, except as Sprint shall otherwise specify. In those instances where Sprint requests BellSouth personnel to interface with Sprint subscribers, such BellSouth personnel shall inform Sprint subscribers that they are representing Sprint, or such brand as Sprint may specify and shall not identify themselves as representing BellSouth.
- 24.3 The Parties agree that the services offered by Sprint that incorporate Services and Elements made available to Sprint pursuant to this Agreement shall be branded as Sprint services. All forms, business cards or other business materials furnished by BellSouth to Sprint customers shall be made available for Sprint's review. In no event shall BellSouth, acting on behalf of Sprint pursuant to this Agreement, provide information to Sprint local service customers about BellSouth products or services. For installation and repair services, BellSouth shall utilize generic leave behind material for Sprint customers that bears no corporate name, logo, trademark or trade name.
- 24.4 In no event shall BellSouth provide information to Sprint's subscribers about Sprint's products or services during installation, maintenance or repair visits.
- 24.5 BellSouth shall train its employees to meet its branding obligations and to provide service on a non-discriminatory basis.
- 25. **Network Security**
 - 25.1 Protection of Service and Property
 - 25.1 BellSouth shall exercise the same level of care it provides itself to prevent harm or damage to Sprint, its employees, agents or customers, or their property. BellSouth agrees to take reasonable and prudent steps to ensure the adequate protection of Sprint property located within BellSouth premises including, but not limited to:
 - 25.1.1 BellSouth shall exercise the same level of care it provides itself to prevent harm or damage to Sprint, its employees, agents or customers, or their property. BellSouth agrees to take reasonable and prudent steps to ensure the adequate protection of Sprint property located within BellSouth premises including, but not limited to:
 - 25.1.1.1 Restricting access to Sprint equipment, support equipment, systems, tools and data, or spaces which, contain or house Sprint equipment enclosures, to Sprint employees and other authorized non-Sprint personnel to the extent necessary to perform their specific job function.

- 25.1.1.2 Assuring that the physical security and the means of ingress and admission to spaces that house Sprint equipment or equipment enclosures are equal to or exceed those provided for BellSouth pursuant to BellSouth Admissions Practices.
- 25.1.1.3 Limiting the keys used in its keying systems for spaces which contain or house Sprint equipment or equipment enclosures to its employees and representatives for emergency access only. Sprint shall further have the right to change locks on all spaces where deemed necessary for the protection and security of such spaces. In such an event, Sprint shall provide BellSouth with replacement keys.
- 25.1.1.4 Insuring that doors that provide access to Sprint equipment enclosures are equipped to protect against removal of hinge pins.
- 25.1.1.5 Installing controls and logical security:
- to disconnect a user for a pre-determined period of inactivity on authorized ports;
 - to protect customer proprietary information; and
 - to databases to ensure both ongoing operational and update integrity.
 - to assure that all approved system and modem access be secured through security servers and that access to or connection with a network element shall be established through a secure network or security gateway.
 - to provide security in accordance with BellSouth BSP 008-140-230BT (Design, Development, Maintenance and Administration Security Standards for Network Elements, Network Element Support Systems, and other Computer Systems.)
- 25.2 Revenue Protection
- 25.2.1 Where BellSouth services are being resold and where Sprint is using a BellSouth port, Sprint will have the use of all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements available to BellSouth. These features include, but are not limited to, screening codes, call blocking of international, 800, 900 and 976 numbers. Sprint and BellSouth will work cooperatively to prevent and research any fraud situation.
- 25.2.2 The party causing a provisioning, maintenance or signal network routing error that results in uncollectible or unbillable revenues to the other party shall be liable for the amount of the revenues lost by the party unable to bill or collect the revenues. The process for determining the amount of the liability will be as set forth in Attachment __, Section __ of this Agreement.
- 25.2.2.1 Uncollectible or unbillable revenues resulting from the accidental or malicious alternation of software underlying Network Elements or their subtending operational support systems by unauthorized third Parties shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software to the extent such unbillable or uncollectible revenue

results from the negligent or willful act or omission of the Party having such administrative control.

- 25.2.3 BellSouth shall be responsible for any uncollectible or unbillable revenues resulting from the unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud to the extent such unbillable or uncollectible revenue results from the negligent or willful act or omission of BellSouth. BellSouth shall provide soft dial tone to allow only the completion of calls to final termination points required by law.

25.3 Law Enforcement Interface

- 25.3.1 BellSouth shall provide seven day a week/twenty-four hour a day installation and information retrieval pertaining to traps, assistance involving emergency traces and information retrieval on customer invoked CLASS services, including call traces requested by Sprint Security/Network services. BellSouth shall provide all necessary assistance to facilitate the execution of wiretap or dialed number recorder orders from law enforcement authorities.

26. **Relationship of Parties**

It is the intention of the Parties that BellSouth be an independent contractor and nothing contained herein shall constitute the Parties as joint ventures, partners, employees, or agents of one another, and neither party shall have the right or power to bind or obligate the other.

27. **No Third Party Beneficiaries**

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person. This Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing without reference hereto.

28. **Survival**

Any provision of this Agreement or its Attachments, that by its nature should survive the expiration or termination of this Agreement, shall so survive.

29. **Responsibility for Environmental Hazards [OK except 29.7]**

- 29.1 Sprint shall in no event be liable to BellSouth for any costs whatsoever resulting from the presence or release of any Environmental Hazard that Sprint did not cause or introduce to the affected work location. BellSouth hereby releases, and shall also indemnify, defend (at Sprint's request) and hold harmless Sprint and each of Sprint's officers, directors and employees from and against any losses and expenses that arise out of or result from (i) any Environmental Hazard that BellSouth, its contractors, tenants, collocating 3rd parties or its agents introduce to

the work locations or (ii) any other presence or release of any Environmental Hazard at any work location, except as provided in Section 29.2.

- 29.2 Prior to Sprint or its employees, contractors, or agents introducing an Environmental Hazard into a work location Sprint shall fully inform BellSouth in writing of its planned actions at such work location and shall receive BellSouth's written permission for such actions and Sprint warrants that it shall comply with all legal and regulatory obligations it has with respect to such Environmental Hazard and notices it is required to provide with respect thereto. BellSouth shall in no event be liable to Sprint for any costs whatsoever resulting from the presence or release of any Environmental Hazard that Sprint causes or introduces to the affected work location. Sprint shall indemnify, defend (at BellSouth's request) and hold harmless BellSouth and each of BellSouth's officers, directors and employees from and against any losses and expenses that arise out of or result from any Environmental Hazard that Sprint, its contractors or its agents cause or introduce to the work location. Sprint shall be responsible for obtaining, including payment of associated fees, all environmental permits, licenses and/or registrations required for Environmental Hazards Sprint causes or introduces to the affected work location.
- 29.3 In the event any suspect material within BellSouth-owned, operated or leased facilities are identified to be asbestos-containing, Sprint will notify BellSouth before commencing any activities and ensure that to the extent any activities which it undertakes in the facility disturb any asbestos-containing materials (ACM) or presumed asbestos containing materials (PACM) as defined in 29 CFR Section 1910.1001, such Sprint activities shall be undertaken in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by Sprint or equipment placement activities that result in the generation or disturbance of asbestos containing material, Sprint shall not have any responsibility for managing, nor be the owner of, nor have any liability for, or in connection with, any asbestos containing material. Both Parties agree to immediately notify the other if the Party undertakes any asbestos control or asbestos abatement activities that potentially could affect Sprint equipment or operations, including, but not limited to, contamination of equipment.
- 29.4 Within ten (10) business days of Sprint's request for any space in BellSouth owned or controlled facility, BellSouth shall provide any information in its possession regarding the known environmental conditions of the space provided for placement of equipment and interconnection including, but not limited to, the existence and condition of any and all known or suspected asbestos containing materials, lead paint, hazardous or regulated substances, or any evidence of radon. Information is considered in BellSouth's possession under this Agreement if it is in the possession of an employee, agent, or authorized representative of BellSouth.

- 29.5 If the space provided for the placement of equipment, interconnection, or provision of service contains known environmental contamination or hazardous material, particularly but not limited to hazardous levels of friable asbestos, lead paint or hazardous levels of radon, which causes the placement of such equipment or interconnection to pose a threat to human health that cannot be properly remedied according to BellSouth procedures, BellSouth shall offer an alternative space, if available, for Sprint's consideration. If interconnection is complicated by the presence of environmental contamination or hazardous materials, and an alternative route is available, BellSouth shall make such alternative route available for Sprint's consideration.
- 29.6 Subject to this Section and to BellSouth's standard security procedures, which procedures will be provided to Sprint, BellSouth shall allow Sprint at Sprint's expense to perform any environmental site investigations, including, but not limited to, asbestos surveys, which Sprint deems to be necessary in support of its collocation needs.
- 29.7 The parties will comply with all additional environmental requirements stated in other sections of this agreement. In the event of a conflict between other such sections and this Section 29, this Section 29 shall control. [OPEN pending Sprint review of environmental hazard language in General Terms, Collocation and Rights of Way attachments]

30. Notices

- 30.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney – Commercial Group
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Sprint Communications Company L.P.

W. Richard Morris
V. P. Local Markets
7301 College Blvd
Mailstop KSOPKV0214
Overland Park, KS 66210

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

- 30.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.
- 30.3 Changes in Retail Service
- 30.3.1 BellSouth shall notify Sprint electronically, by way of posting to the BellSouth interconnection web site, of any changes in the terms and conditions under which it offers Telecommunications Services to subscribers who are nontelecommunications carriers, including, but not limited to, the introduction or discontinuance of any features, functions, services or promotions, at least 45 days prior to the effective date of any such change or concurrent with BellSouth's internal notification process for such change, whichever is earlier. Sprint recognizes that certain revisions may occur between the time BellSouth notifies Sprint of a change pursuant to this Section and either BellSouth's tariff filing of such change or tariff effective date. BellSouth shall notify Sprint of such revisions consistent with BellSouth's internal notification process but Sprint accepts the consequences of such mid-stream changes as an uncertainty of doing business and, therefore, will not hold BellSouth responsible for any resulting inconvenience or cost incurred by Sprint unless caused by the intentional misconduct of BellSouth for the purposes of this Section. The notification given pursuant to this Section will not be used by either party to market its offering of such changed services externally in advance of the BellSouth filing of any such changes.
- 30.3.2 BellSouth shall notify Sprint electronically of proposed price changes at least 30 days prior to the effective date of any such price change.
- 30.3.3 BellSouth shall use its interconnection web site to notify Sprint of any network changes within at least six (6) months before such changes are proposed to be come effective and within twelve months for any technological changes. If such operational or technological changes occur within the six or twelve month

notification period, BellSouth will notify Sprint of the changes concurrent with BellSouth's internal notification process for such changes.

30.4 BellSouth shall not discontinue any interconnection arrangement, Telecommunications Service, or Network Element or combination provided or required hereunder without providing Sprint forty-five (45) days' prior written notice of such discontinuation of such service, element or arrangement. BellSouth agrees to cooperate with Sprint with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service. If available, BellSouth will provide substitute services and elements.

30.5 BellSouth shall provide notice of network changes and upgrades in accordance with Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations.

31. **Rule of Construction**

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

32. **Headings of No Force or Effect**

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

33. **Multiple Counterparts**

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

34. **Implementation of Agreement**

34.1 Within 60 days of the execution of this Agreement (or such other time period as the parties mutually agree upon) the Parties will adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template to be used for the implementation schedule is contained in Attachment 10 of this Agreement.

- 34.2 The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications, and standards that will promote the Parties provision of Telecommunications Services to their respective Customers. This Agreement will therefore address the overall standards of performance for services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties agree to identify, develop, and document operational processes and procedures, supporting industry standards and guidelines in the development of business rules and software specifications, as well as negotiate and implement any additional terms and conditions necessary to support the terms and intent of this Agreement.
- 34.3 Existing BellSouth operating procedures and interface documentation shall be made available for Sprint's review within 30 days of execution of this agreement. The parties agree to negotiate any modifications to these procedures which may be required to support the terms and conditions of this Agreement. In the event that there are existing operations manuals, BellSouth informational or instructional web sites, documented change controls processes, or joint implementation plans, currently in place or previously negotiated by the parties, Sprint and BellSouth agree that they will be reviewed for accuracy and validity under this Agreement and updated, modified, or replaced as necessary. BellSouth will advise Sprint of changes to the operating procedures and interface documentation on a mutually agreeable basis. The operating procedures and interface documentation shall address the following matters, and may include any other matters agreed upon by the Implementation Team:
- 34.3.1 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the interconnections (including signaling), including standards and procedures for notification and discoveries of trunk disconnects;
 - 34.3.2 disaster recovery and escalation provisions;
 - 34.3.3 access to Operations Support Systems functions provided hereunder, including gateways and interfaces;
 - 34.3.4 escalation procedures for ordering, provisioning, billing, and maintenance;
 - 34.3.5 single points of contact for ordering, provisioning, billing, and maintenance;
 - 34.3.6 service ordering and provisioning procedures, including manual processes and provision of the trunks and facilities;
 - 34.3.7 provisioning and maintenance support;

- 34.3.8 change control procedures for modifications to any and all points of interface, electronic or automated interfaces, as well as operational interface processes and procedures impacting on-going operation between the parties;
- 34.3.9 conditioning and provisioning of collocation space and maintenance of Virtually collocated equipment;
- 34.3.10 procedures and processes for Directories and Directory Listings;
- 34.3.11 billing processes and procedures;
- 34.3.12 network planning components including time intervals;
- 34.3.13 joint systems readiness and operational readiness plans;
- 34.3.14 appropriate testing of services, equipment, facilities and network elements;
- 34.3.15 monitoring of inter-company operational processes;
- 34.3.16 procedures for coordination of local PIC changes and processing;
- 34.3.17 physical and network security concerns; and
- 34.3.18 such other matters specifically referenced in this Agreement that are to be agreed upon by the Implementation Team and/or contained in the Implementation Plan.
- 34.4 The Implementation Plan may be modified from time to time as deemed appropriate by both parties.

35. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. BellSouth and Sprint shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications in their respective tariffs, if any. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith make such revisions as may reasonably be required to achieve approval. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Sprint shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Sprint.

36. Entire Agreement

This Agreement and its Attachments, incorporated herein by reference, sets forth the entire Agreement and supersedes prior agreements between the Parties relating to the subject matter contained herein. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is subsequently set forth in writing and duly signed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate on the day and year written below.

BellSouth Telecommunications, Inc.

Sprint Communications Company L.P.

Signature

Signature

Jerry Hendrix

W. Richard Morris

Name

Name

Senior Director

Vice President-External Affairs Local Markets

Title

Title

Date

Date

Definitions

“911 Service” means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

“Access Customer Name and Address (ACNA)” The abbreviated name of the customer to be billed for access services. This code is the same as the Interexchange Access Customer (IAC) code.

“Affiliate” is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or equivalent thereof) of more than 10 percent, with respect to either party, or the right to control the business decisions, management and policy of another person entity. {OPEN BellSouth – Sprint wants to keep in last phrase.}

“Advanced Intelligent Network (AIN)” is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.

“ALI/DMS” (Automatic Location Identification/Data Management System) means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.

“ANI” (Automatic Number Identification) is a feature that identifies the number of a telephone line that originates a call.

“CABS” means the Carrier Access Billing System which is defined in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Telcordia in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

“Carrier Identification Codes (CIC)” A CIC code is assigned by the North American Numbering Plan administrator to identify the entity who purchases access services. This code is primarily used for billing and routing from the local exchange network to the access purchaser.

“CCS” (Common Channel Signaling) means a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.

“Central Office” means a telephone company facility where subscribers’ lines are joined to switching equipment for connecting to other subscribers, locally or long distance.

“Centralized Message Distribution System” is the Telcordia (formerly BellCore) administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Interface (EMI) formatted data among host companies.

“CENTREX” means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.

“Collocation Space” means the right of Sprint to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size which is specified by Sprint and agreed to by BellSouth which agreement should not be unreasonably withheld.

“Commission” is defined as the appropriate telecommunications regulatory agency in each of BellSouth’s nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

“Conduit” is a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed

“Confidential and/or Proprietary Information” has the meaning set forth in Section 11.1 of General Terms and Conditions.

“Daily Usage File” is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to Sprint.

“Dedicated Transport” provides a local interoffice transmission path between BellSouth and/or Sprint central offices. Dedicated Transport is limited to the use of a single customer and does not require switching at a Tandem.

“Defaulting Party” is a Party in breach of a material term or condition of the Agreement.

“E911” (Enhanced 911 Service) means a telephone communication service which will automatically route a call dialed "911" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party’s telephone number and, when possible, the address from which the call is being placed and the emergency response agencies responsible for the location from which the call was dialed.

“Environmental Hazard” means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar

purposes in applicable foreign, state and local jurisdictions) or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

“Exchange Message Interface” is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.

“Grandfathered Service” means a service which can be resold only to existing subscribers of the grandfathered service.

“Hazardous Materials” means any hazardous or toxic substance, material or waste listed in the United States Department of Transportation HAZARDOUS MATERIALS Table at 49 CFR 172.101; any hazardous substance listed by the Environmental Protection Agency (EPA) under the Comprehensive Environmental, Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601 et. seq., as amended, and found at 40 CFR Part 302; any hazardous waste listed under the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901 et. seq., as amended, and found at 40 CFR Part 261; any toxic substance regulated by the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et. seq., as amended; any insecticide, fungicide, or rodenticide regulated by the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 et. seq.; and the following specified substances or materials, that may or may not be regulated by the above: (1) asbestos or asbestos-containing materials; (2) petroleum or petroleum-based or derived products or by-products; (3) polychlorinated biphenyls (PCBs); and (4) radon.

“INP” (Interim Number Portability) is as defined in Attachment 5, Section 3.1.

“Intercompany Settlements (ICS)” is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia (formerly BellCore)’s Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company’s (RBOC) territory and bills in another RBOC’s territory.

“Intermediary function” is defined as the delivery of traffic from Sprint; a CLEC other than Sprint or another telecommunications carrier through the network of BellSouth or Sprint to an end user of Sprint; a CLEC other than Sprint or another telecommunications carrier.

“Local Interconnection” is as described in the Telecommunications Act of 1996 and refers to the linking of two ~~or more telecommunications~~ networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic. ~~purpose of terminating local telephone calls is defined as 1) the delivery of local traffic to be terminated on each Party’s local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call; 2) the LEC network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.~~ **[OPEN Sprint]**

“Local Service Request” (LSR) means an industry standard form used by the Parties to add, establish, change or disconnect local services. The LSR format and industry standards govern all local service requests, i.e. Resale, Unbundled Elements, and Combinations of Unbundled Elements (UNE-P).

[OPEN]Local Traffic means any telephone call that originates and terminates in the same LATA and is billed by the originating Party as a local call, including any call terminating in an exchange outside of BellSouth’s service area with respect to which BellSouth has a local interconnection agreement with an independent LEC, with which Sprint is not directly interconnected. ~~is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth’s General Subscriber Service Tariff. As clarification of this definition and for reciprocal compensation, Local Traffic does not include traffic that originates from or terminates to or through an enhanced service provider or information service provider. As further clarification, Local Traffic does not include calls that do not transmit information of the user’s choosing. In any event, neither Party will pay reciprocal compensation to the other if the “traffic” to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic. [last 2 sentences were struck as being too vague]~~

Local Traffic is defined as any telephone call that is originated by an end user of one Party and terminated to an end user of the other Party on that other Party’s network within a given LATA. Additionally, Local Traffic includes any intrastate, interLATA call that has been required by an applicable regulatory body to be provided as a local call. IntraLATA calls originated on a 1+ presubscription basis or a casual dialed (101XXXX) basis are not considered Local Traffic. To qualify as Local Traffic for the purposes of this Attachment, the call must have originated from the originating Party’s own switch that it uses to provide its local exchange service to its end users. As clarification of this definition and for reciprocal compensation, Local Traffic does not include traffic that originates from or terminates to or through an enhanced service provider or information service provider. As further clarification, Local Traffic does not include calls that do not transmit information of the user’s choosing. In any event, neither Party will pay reciprocal compensation to the other if the “traffic” to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

“Message Distribution” is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

“Multiple Exchange Carrier Access Billing (“MECAB”) means the document prepared by the Billing Committee of the Ordering and Billing Forum (“OBF”), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions (“ATIS”) and by Telcordia (formerly BellCore) as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

“NANP” (North American Numbering Plan), the system or method of telephone numbering employed in the United States, Canada, and certain Caribbean countries. It denotes the three digit Numbering Plan Area code and a seven digit telephone number made up of a three digit Central Office code plus a four digit station number.

“Network Element” is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. The agreement of the parties as to the provision of Network Elements is as set forth in Attachment 2 of this Agreement.

“Network Interface Device” (NID) is as defined in Attachment 2, Section 4.1.1.

“Non-Intercompany Settlement System (NICS)” is the Telcordia (formerly BellCore) system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

“NPA” (Numbering Plan Area) (sometimes referred to as an area code) is the three digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP.

“NXX”, “NXX Code”, or “Central Office Code”, or “CO Code” is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10 digit telephone number within the North America Numbering Plan (“NANP”).

“OBF” means the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

“Operator Services” provides (1) operator handling for call completion (e.g. collect calls); (2) operator or automated assistance for billing after the subscriber has dialed the called number (e.g. credit card calls); and (3) special services (e.g. BLV/BLVI, Emergency Agency Call).

“Packet Switching” is as defined in Attachment 2, Section 11.1

“Percent of Interstate Usage (PIU)” is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate “non-intermediary” minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all “non-intermediary”, local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services.

Percent Local Usage (PLU) is defined as a calculation which represents the ratio of the local minutes to the sum of local, intraLATA and interLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. ~~factor to be applied to intrastate terminating minutes of use. The numerator shall include all “non-intermediary” local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use.~~ **[OPEN Sprint - BellSouth proposes to go back to original definition consistent with Attachment 3 6.2.]**

“PSAP” (Public Safety Answering Point) is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered

“Revenue Accounting Office (RAO) Status Company” is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

“Service Control Point (“SCP”) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network.

“Signaling Transfer Point (“STP”) are packet switches that provide CCs message routing and transport. They are stored programmed switches that use information contained in the message, in conjunction with information stored in memory, to route the message to the appropriate destination signaling point.

“Signaling Links” are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks.

“Signal Link Transport” is a set of two or four dedicated 56 kbps transmission paths between Sprint designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

“Subsidiary” is an entity in which another corporation owns at least a majority of the shares and has controlling interest.

“Tandem”, “Tandem Switching” serves to connect central offices by connecting one trunk to another. A tandem switch is an intermediate switch or connection between an originating telephone call location and the final destination of the call.

“Technically Feasible”. Interconnection, access to unbundled network elements, collocation, and other methods of achieving interconnection or access to unbundled network elements at a point in the network shall be deemed technically feasible absent technical or operational concerns that prevent the fulfillment of a request by a telecommunications carrier for such interconnection, access, or methods. A determination of technical feasibility does not include consideration of

economic, accounting, billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available.

“Telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

“Telecommunications Carrier” means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services.

“Telecommunications Service” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

“Telecommunications Act of 1996 (“Act”) means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

“Waste” means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped, or recycled, associated with activities Sprint or BellSouth or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or byproducts), except for substances and materials that Sprint, BellSouth or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. “Waste” shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

“Wire Center” is the location where subscriber outside cable plant is terminated. A Wire Center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and access services, are located.

“Access Services” refers to interstate and intrastate switched access and private line transport services. **[OPEN BellSouth]**

“CLASS” (Custom Local Area Signing service) (Service mark of Telcordia) means service features that utilize the capability to forward a calling party’s number between end offices as part of call setup. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing. **[OPEN BellSouth]**

“Directory Assistance Database” refers to any subscriber record used by BellSouth in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212. **[OPEN BellSouth]**

“Directory Assistance Service” provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching. ~~provides listings to callers. Directory Assistance Services may include the option to complete the call at the caller’s direction.~~ [OPEN Sprint – proposed changes conform with definition in Attachment 2, 15.3.1]

“DSLAM” (Digital Subscriber Line Access Multiplexer) is multiplexing equipment that contains a high concentration of central office splitters, xDSL modems, and other electronics to connect traffic to a more geographically dispersed network. [OPEN BellSouth – Send updated definition]

“EDI” (Electronic Data Interchange) is the application to application exchange of standard business data between different trading partners in an industry accredited format. These standards allow for transmission of purchase orders, shipping documents, invoices, invoice payments, etc. The formats used to convert the documents into EDI data are governed by the Alliance for Telecommunications Industry Solutions (ATIS). The Telecommunications Industry Forum (a committee sponsored by ATIS) creates guidelines of using specific Accredited Standards Committee X12 (ASC X 12) transaction sets to conduct specific business transactions in the telecommunications industry. [OPEN BellSouth]

“IXC” (Interexchange Carrier) means a provider of interexchange telecommunications services. [OPEN BellSouth]

“LIDB” (Line Information Data Base) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user line numbers and special billing numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. LIDB queries include functions such as screening billed numbers that provides the ability to accept collect or third number billing calls and validation of telephone line number based non-proprietary calling cards. ~~means a Service Control Point (SCP) database that provides fraud and other control functions for calling card validation of telephone line number and BellSouth Special Billing (RAO) cards issued by BellSouth and other entities and validation for collect and billed to third services. A database maintained by the local telephone company which contains subscriber information, such as, service profile, name and address, alternate bill validation information (calling card, collect, 3rd #)~~ [OPEN Sprint]

“Local Number Portability (LNP)” means Interim Number Portability (INP) or Permanent Number Portability (PNP) (long term database method for number portability) as defined in 47 CFR 52.21 – 52.33. [OPEN Sprint]

“Permanent Number Portability (PNP)” means the use of the ~~Local Routing Number (LRN)~~ database solution to provide fully transparent LNP for all customers and all providers without limitation long-term database method for number portability that complies with the performance criteria set forth in 47 CFR 52.23 (a). [OPEN Sprint]

"Physical Collocation" means the type of interconnection provided by an ILEC to an interconnector where the interconnector locates its equipment within the ILEC's premises. Types of Physical Collocation include Shared, Caged, Cageless, and Adjacent. **[OPEN BellSouth]**

"Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration, including without limitation, the movement of Environmental Hazards through or in the air, soil, surface water or groundwater, or any action or omission that causes Environmental Hazards to spread or become more toxic or more expensive to investigate or remediate. **[Definition OK, Move to Environmental Section]**

"Reseller" is a category of Local Exchange service providers who obtain dial tone and associated Telecommunications Services from another provider for resale to their end user subscribers. **[OPEN BellSouth]**

"Shared Transport", is transmission facilities shared by more than one carrier, including the incumbent LEC, ~~between end office switches~~, between end office switches and tandem switches, and between tandem switches, in the incumbent LEC's network." **[OPEN BellSouth – Sprint wants to leave in "between end office switches" to be consistent with UNE attachment]**

"SONET" is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e. mid-span meets). The base rate is 51.84 MHps (OC-1/STS-1); ~~and~~ higher rates are direct multiples of the base rate up to 13.22 GHps. **[OPEN Sprint – modifications consistent with Newton's definition]**

"Switched Exchange Access Services" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of ~~T~~telephone ~~T~~toll ~~S~~service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access and 900 access and ~~their~~its successor, ~~or similar Switched Exchange Access Services~~. Furthermore, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the physical location of the calling party and the physical location of the called party are in different LATAs, or are in the same LATA and the Parties' Switched Exchange Access services are used for the origination or termination of the call, shall be considered Switched Exchange Access Traffic. Sprint shall properly identify such traffic to BellSouth at the time the call is made using the calling party's ANI and the called party's Dialed Number Identification System (DNIS). **[OPEN BellSouth – Sprint proposes to strike highlighted portion]**

Attachment 1

Resale

<u>3.1.1</u>	<u>OPEN BellSouth – Policy on providing stand-alone vertical services</u> <u>BLS local customer, Sprint buys CF-BL/DA from BLS & provides Voice</u> <u>Messaging</u>
<u>3.1.2</u>	<u>OPEN BellSouth – Same as 3.1.1</u>
<u>4.5.1.3.2</u>	<u>OPEN BellSouth</u>
<u>4.5.1.3.3</u>	<u>OPEN BellSouth</u>
<u>4.5.1.4</u>	<u>OPEN BellSouth</u>
<u>4.5.2.2.1</u>	<u>OPEN BellSouth</u>
<u>Exhibit A</u>	<u>OPEN Sprint – GA discount rates OK, other state rates OPEN</u>
<u>Exhibit B</u>	<u>OPEN Sprint – GA OK, other state exclusions OPEN</u>

TABLE OF CONTENTS

1.	Discount Rates.....	3
2.	Definition of Terms	3
3.	General Provisions	44
4.	BellSouth's Provision of Services To Sprint	9
5.	Maintenance of Services	13
6.	Establishment of Service.....	13 13
7.	Payment and Billing Arrangements	14 14
8.	Discontinuance of Service	14 14
9.	Line Information Database (LIDB)	16
10.	Optional Daily Usage File (ODUF)	15 16
11.	Enhanced Optional Daily Usage File (EODUF)	16 16
	EXHIBIT A – Applicable Discounts & OSS Rates	17
	EXHIBIT B – Resale Restrictions.....	19
	EXHIBIT C – Line Information Database (LIDB) Storage Agreement	21
	EXHIBIT D – ODUF/EODUF/CMDS Rates	26

RESALE

This Attachment 1 is subject to the General Terms and Conditions of this Agreement

1. Discount Rates

The rates pursuant by which Sprint is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

2. Definition of Terms

- 2.1 **CUSTOMER OF RECORD** means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.2 **DEPOSIT** means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.3 **END USER** means the ultimate user of the telecommunications services.
- 2.4 **END USER CUSTOMER LOCATION** means the physical location of the premises where an end user makes use of the telecommunications services.
- 2.5 **NEW SERVICES** means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.6 **OTHER/COMPETITIVE LOCAL EXCHANGE COMPANY (OLEC/CLEC)** means an entity certificated by the public service commissions of BellSouth's franchised area to provide local exchange service within BellSouth's franchised area.
- 2.7 **RESALE** means an activity wherein a certificated CLEC, such as Sprint purchases for resale at wholesale rates any telecommunications service that BellSouth provides at retail to subscribers who are not telecommunications carriers.
- 2.8 **RESALE SERVICE AREA** means the area, as defined in a public service commission approved certificate of operation, within which a CLEC, such as Sprint, may offer resold local exchange telecommunications service.

3. General Provisions

- 3.1 At the request of Sprint, and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, BellSouth shall make available to Sprint for resale all Telecommunications Services that BellSouth currently provides or may provide hereafter at retail to subscribers who are not telecommunications carriers. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

[Section 3.1.1 is a new section. The base language is the same language found in the current GA agreement To that base the redline shows the additional feature that Sprint requested be added in e-mail of 5/9 (stand-alone vertical services and/or vertical features) plus an additional phrase that BellSouth would like to add (to the extent such features and functions are available in a BellSouth tariff).] [6/29 OPEN – BellSouth to check if issue in any other arbitration]

- 3.1.1 BellSouth agrees to make available for resale all features and functions available in connection with Telecommunications Services, including but not limited to the following:

- Dial tone and ring
- Capability for either dial pulse or touch tone recognition
- Capability to complete calls to any location
- Same extended local calling area
- 1+ IntraLATA toll calling
- PIC 1+ service
- CIC dialing (101XXXX)
- Same access to vertical features and functions
- Call detail recording capability required for end user billing
- Flat and Measured Service
- International Calling
- 911, 500, 700, 800, 888, 900, 976 dialing
- Ringing
- Repeat dial capability
- Multi-line hunting
- PBX trunks and DID service
- Stand-alone vertical services and/or vertical features (to the extent such features and services are available as a stand-alone service or feature)

[New section 3.1.2 is language proposed by Sprint in 5/9 e-mail. BellSouth proposes to add the phrase “to the extent that such services are available on a stand alone basis in a BellSouth tariff” to the end of the sentence.] [6/29 OPEN – Same issue as 3.1.1]

- 3.1.2 Resale of Custom Calling Services. Except as expressly ordered in a resale context by the relevant state Commission in the jurisdiction in which the services are ordered, Custom Calling Services shall be available for resale on a stand alone basis, to the extent that such services are available on a stand alone basis in a BellSouth tariff.
- 3.1.3 CLASS and Customer Features Requirements. Sprint may purchase the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features, on a Customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service.
- 3.1.4 Voluntary Federal and State Customer Financial Assistance Programs. Local Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Voluntary Federal Customer Financial Assistance Program and Link-Up America ("Voluntary Federal Customer Financial Assistance Programs"). When a BellSouth Customer eligible for the Voluntary Federal Customer Financial Assistance Program or other similar state programs chooses to obtain Local Service from Sprint, BellSouth shall forward available information regarding such Customer's eligibility to participate in such programs to Sprint, in accordance with procedures to be mutually established by the Parties and applicable state and federal law.
- 3.1.5 BellSouth shall provide access to E911/911 in the same manner that it is provided to BellSouth Customers. BellSouth will enable Sprint Customers to have E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). BellSouth shall provide and validate Sprint Customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its end users, the Sprint Customer service information in the Automatic Location Identification/Database Management System ("ALI/DMS") used to support E911/911 services.
- 3.1.6 Hospitality Service. BellSouth shall provide all blocking, screening, and all other applicable functions available for hospitality lines.
- 3.1.7 Blocking Service. BellSouth shall provide blocking of 700, 900, 976 and any new services of this type individually or in any combination upon request, including bill to third party and collect calls. Blocking shall be provided on a line, trunk or individual service basis at parity with what BellSouth provides its end users.
- 3.1.8 BellSouth will provide Sprint with at least the capability to provide a Sprint Customer the same experience as BellSouth provides its own Customers with respect to all Local Services. The capability provided to Sprint by BellSouth shall be in accordance with standards or other measurements that are at least equal to the level that BellSouth provides itself, any affiliate, other local service providers, its end users or is required to provide by law and its own internal procedures.

- 3.2 BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement. Neither Party, however, waives its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. Both Parties reserve the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.
- 3.3 Sprint may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:
- 3.3.1 Sprint must resell services to other End Users.
- 3.3.2 Sprint must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.
- 3.3.3 Sprint cannot be an alternative local exchange telecommunications company for the single purpose of selling to itself.
- 3.4 The provision of services by BellSouth to Sprint does not constitute a joint undertaking for the furnishing of any service.
- 3.5 Sprint will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from Sprint for all services.
- 3.6 Sprint will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the end user with respect to such services except as expressly authorized by Sprint.
- 3.7 Either Party may serve an end user of the other party and neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.8 For the purpose of resale of BellSouth's telecommunications services by Sprint, number retention by the end user shall be provided in accordance with the provisions set forth in Attachment 5 of this Agreement, incorporated herein by reference.
- 3.9 For the purpose of the resale of BellSouth's telecommunications services by Sprint, number reservation shall be provided for in accordance with the provisions set forth in Attachment 5, Section 1 of this Agreement, incorporated herein by reference.

- 3.10 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.11 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.12 BellSouth can refuse service when it has reasonable grounds to believe that service will be used in violation of the law. Reasonable grounds to refuse service shall be based upon the same criteria BellSouth uses to refuse service to its own end users.
- 3.13 BellSouth accepts no responsibility to any person for any unlawful act committed by CLEC-1 or its end users as part of providing service to CLEC-1 for purposes of resale or otherwise.
- 3.14 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
 - 3.14.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service; or
 - 3.14.2 Impair the privacy of any communications.
- 3.15 If Sprint becomes aware that a BellSouth resold telecommunications service is being used in a manner other than that which the service was originally intended as described in BellSouth's retail tariffs, Sprint has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.16 Facilities and/or equipment utilized by BellSouth to provide service to Sprint remain the property of BellSouth.
- 3.17 White page directory listings will be provided in accordance with Section 6 of the General Terms of this Agreement and with the regulations set forth in Section A6 of the General Subscriber Services Tariff and will be available for resale.
- 3.18 BellSouth shall provide electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG) or as mutually agreed by the Parties. Customer Record Information includes but is not limited to, customer specific information in Customer Record Information System (CRIS) and Regional Street Address Guide (RSAG). In addition, Sprint shall provide to BellSouth access to customer record information as authorized by the end user including electronic access where available. Otherwise, Sprint shall use best efforts to provide paper copies of customer record information within two (2) business days upon request by BellSouth. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agree

that Sprint and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

3.19 Charges for use of Operational Support Systems (OSS) shall be as ordered by appropriate state regulatory authorities or as mutually agreed by the Parties as set forth in Exhibit A of this Attachment.

3.20 Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:

- Simplified Message Desk Interface - Enhanced ("SMDI-E")
- Simplified Message Desk Interface ("SMDI") Message Waiting Indicator ("MWT") stutter dialtone and message waiting light feature capabilities
- Call Forward on Busy/Don't Answer ("CF-B/DA")
- Call Forward on Busy ("CF/B")
- Call Forward Don't Answer ("CF/DA")

Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.

3.21 BellSouth's Inside Wire Maintenance Service Plans will be made available for resale at rates, terms and conditions as mutually agreed to by the Parties.

3.22 Recovery of charges associated with implementing Number Portability shall be as set forth in Section _____ of Attachment 5, incorporated herein by this reference.

3.23 Dialing Parity. BellSouth agrees that Sprint Customers will experience the same dialing parity as BellSouth's Customers, such that, for all call types: (i) a Sprint Customer is not required to dial any greater number of digits than a BellSouth Customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by a Sprint Customer is at least equal in quality to that experienced by a BellSouth Customer; and (iii) the Sprint Customer may retain its local telephone number.

4. BellSouth's Provision of Services to Sprint

4.1 Sprint agrees that its resale of BellSouth services shall be as follows:

4.1.1 No terms and conditions, including use and user restrictions, shall be applicable to the resale of BellSouth's telecommunications services except for:

4.1.1.1 a restriction on the resale of cross-class selling; and

- 4.1.1.2 reasonable, non-discriminatory and narrowly tailored terms, conditions and limitations in the underlying BellSouth tariffs.
- 4.1.2 BellSouth reserves the right to periodically audit services purchased by Sprint to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Sprint shall make available to BellSouth or BellSouth's auditors such records and data which are reasonably necessary to establish authenticity of use. BellSouth shall bear the cost of said audit.
- 4.2 Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month), shall not be aggregated across multiple resold services.
- 4.5 Support Functions
- 4.5.1 Routing to Directory Assistance, Operator and Repair Services
- 4.5.1.1 BellSouth shall make available to Sprint the ability to route:
 - 4.5.1.1.1 Local Directory Assistance calls (411, (NPA) 555-1212) dialed by Sprint Customers directly to the Sprint Directory Assistance Services platform. Local Operator Services calls (0+, 0-) dialed by Sprint Customers directly to the Sprint Local Operator Services Platform. Such traffic shall be routed over trunk groups between BellSouth end offices and the Sprint Local Operator Services Platform, using standard Operator Services dialing protocols of 0+ or 0-.
 - 4.5.1.1.2 611 repair calls dialed by Sprint Customers directly to the Sprint repair center.
 - 4.5.1.2 Until a permanent industry solution exists for routing of traffic from BellSouth's local switch to other than BellSouth platforms, BellSouth will provide such routing using line class codes or other methods technically feasible and nondiscriminatory as agreed to by the parties. If a switch meets or exceeds 95% capacity of the available line class codes for that particular switch, BellSouth will meet with Sprint and other CLECs requesting line class codes to mutually agree upon acceptable alternatives, if any. BellSouth and Sprint shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing.
 - 4.5.1.3 All direct routing capabilities described herein shall permit Sprint Customers to dial the same telephone numbers for Sprint Directory Assistance, Local Operator Service and Repair that similarly situated BellSouth Customers dial for reaching equivalent BellSouth services.
 - 4.5.1.3.1 BellSouth branding is the default service level.

- 4.5.1.3.2 Unbranding, custom branding, and self branding require Sprint to order customized routing for each originating BellSouth end office identified by Sprint. Rates for customized routing are set forth in Attachment 2 of this Agreement, incorporated herein by this reference. [OPEN BellSouth – Does software solution apply to resale?]
- 4.5.1.3.3 Custom branding and self branding require Sprint to order dedicated trunking from each BellSouth end office identified by Sprint, to either the BellSouth Traffic Operator Position System (“TOPS”) or Sprint operator service provider. Rates for trunks are set forth in applicable BellSouth tariffs, or Exhibit A of Attachment 2, incorporated herein by this reference. [OPEN BellSouth – Are all rates in rate exhibit?]]
- 4.5.1.3.4 Unbranding – Unbranding directory assistance and/or operator call processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Sprint to the BellSouth TOPS. These calls are routed to “no announcement”.
- 4.5.1.4 BellSouth, no later than fifteen (15) days after the Effective Date of this Agreement, shall provide to Sprint, the emergency public agency (e.g., police, fire, ambulance) telephone numbers linked to each NPA-NXX. Such data will be compiled as an electronic flat file in a mutually agreed format and transmitted via either diskette or Network Data Mover. BellSouth will transmit to Sprint, in a timely manner, all changes, alterations, modifications and updates to such data base via the same method as the initial transfer. [OPEN BellSouth – Confirm that updates are being provided today]
- 4.5.2 Operator Services – Interim Measures
- 4.5.2.1 Where BellSouth is the provider of Directory Assistance service, BellSouth agrees to provide Sprint Customers with the same Directory Assistance available to BellSouth Customers. If requested by Sprint, BellSouth will provide Sprint Directory Assistance Service under the Sprint brand. At such time BellSouth implements branding for its own Directory Assistance service BellSouth shall brand Sprint Directory Assistance in the same manner as it provides itself.
- 4.5.2.1.1 Sprint recognizes that BellSouth’s providing to Sprint Directory Assistance Service under Sprint’s brand may require additional costs to be incurred by BellSouth. BellSouth will charge Sprint for such branded Directory Assistance capability under the wholesale rate plus the reasonable and demonstrable costs necessary to implement Sprint’s branding request. If there is a dispute concerning reasonable and demonstrable cost, such dispute will be resolved pursuant to Section 14 of the General Terms and Conditions of this Agreement.
- 4.5.2.2 Additionally, BellSouth warrants that such service will provide the following minimum capabilities to Sprint’s Customers:

- 4.5.2.2.1 Two Customer listings and/or addresses per Sprint Customer call. [OPEN BellSouth proposed deletion highlighted – did this result from a changed process?]
- 4.5.2.2.2 Name and address to Sprint Customers upon request, except for unlisted numbers, in the same states where such information is provided to BellSouth Customers.
- 4.5.2.2.3 Upon request, call completion to the requested number for local and intraLATA toll calls, where this service is available.
- 4.5.2.2.4 Populate the listing database in the same manner and in the same time frame as if the Customer was a BellSouth Customer.
- 4.5.2.2.5 Any information provided by a Directory Assistance Automatic Response Unit (ARU) will be repeated the same number of times for Sprint Customers as for BellSouth's Customers.
- 4.5.2.2.6 Service levels will comply with applicable state regulatory requirements for:
- (a) number of rings to answer
 - (b) average work time
 - (c) disaster recovery options
- 4.5.2.2.7 Intercept service for Customers moving service will include:
- (a) referral to new number, either 7 or 10 digits
 - (b) repeat of the new number twice on the referral announcement
 - (c) repeat of the new recording twice
- 4.5.2.3 BellSouth shall provide Operator Services to Sprint's Customers at the same level of service available to BellSouth end users.
- 4.5.2.4 BellSouth agrees to provide Sprint Customers the same Operator Services available to BellSouth Customers. If requested, BellSouth will provide Sprint operator services branded as a Sprint call.
- 4.5.2.5 Additionally, BellSouth warrants that such service will provide the following minimum capabilities to Sprint Customers:
- 4.5.2.5.1 Instant credit on calls, as provided to BellSouth Customers.
- 4.5.2.5.2 Routing of calls to Sprint when requested via existing Operator Transfer Service (OTS).
- 4.5.2.5.3 Busy Line Verification/Emergency Line Interrupt (BLV/ELI) services, as provided to BellSouth customers.

- 4.5.2.5.4 Emergency call handling.
- 4.5.2.5.5 Notification of the length of call.
- 4.5.2.5.6 Caller assistance for the disabled in the same manner as provided to BellSouth Customers.
- 4.5.2.5.7 Handling of collect calls: person to person and/or station to station.
- 4.5.2.5.8 Handling of third party calls.

4.5.3 Busy Line Verification and Emergency Line Interrupt.

Where BellSouth does not route Operator Services traffic to Sprint's platform, BellSouth shall perform Busy Line Verification and Emergency Line Interrupt for Sprint on resold BellSouth lines. Where BellSouth routes Operator Services traffic to Sprint's platform, BellSouth shall provide BLV/ELI services when requested by Sprint Operators. Sprint and BellSouth shall work together to ensure that sufficient facilities exist to support increased BLV/ELI volume due to Sprint's presence as a Local Service provider. Specifically, BellSouth will engineer its BLV/ELI facilities to accommodate the anticipated volume of BLV/ELI requests during the Busy Hour. Sprint may, from time to time, provide its anticipated volume of BLV/ELI requests to BellSouth for planning purposes. In those instances when the BLV/ELI facilities/systems cannot satisfy forecasted volumes, BellSouth shall promptly inform Sprint, and the Parties shall work together to resolve capacity problems expediently.

5. Maintenance of Services

- 5.1 Within 90 days of execution of this Agreement, Sprint and BellSouth will mutually develop standards regarding maintenance and installation of service and will document such standards in a Work Center Operational Understanding Agreement.
- 5.2 Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.3 Sprint or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.
- 5.4 The Parties shall notify each other of situations that arise that may result in a service problem.
- 5.5 Sprint will be BellSouth's single point of contact for all repair calls on behalf of Sprint's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.

- 5.6 Sprint will contact the appropriate repair centers in accordance with procedures as mutually agreed by the Parties in the Work Center Operational Understanding Agreement.
- 5.7 For all repair requests, Sprint will utilize prescreening guidelines prior to referring the trouble to BellSouth.
- 5.8 BellSouth will bill Sprint for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services and will be assessed based on the same criteria BellSouth uses to charge its own retail customers.
- 5.9 BellSouth may contact with the Sprint end users only as expressly authorized by Sprint, for maintenance purposes.
- 6. **Establishment of Service**
 - 6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, a CLEC will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for the CLEC's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, BellSouth will begin taking orders for the resale of service. The Parties acknowledge that Sprint has already met these requirements.
 - 6.2 Service orders will be in a standard format designated by BellSouth.
 - 6.3 When notification is received from Sprint that a current end user of BellSouth will subscribe to Sprint's service, standard service order intervals equivalent to the intervals employed by BellSouth in serving its own retail customers for the appropriate class of service will apply.
 - 6.4 BellSouth will not require end user confirmation, under any circumstances, prior to establishing service for Sprint's end user customer. Sprint must, however, be able to demonstrate end user authorization upon request.
 - 6.5 Sprint will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the end user for conversion of the end user's service from Sprint to BellSouth or will accept a request from another CLEC for conversion of the end user's service from Sprint to the other LEC. BellSouth will notify Sprint that such a request has been processed.

- 6.6 If BellSouth determines that an unauthorized change in local service to Sprint has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess Sprint as the CLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff, will also be assessed to Sprint. These charges can be adjusted if Sprint provides satisfactory proof of authorization.

7. Payment And Billing Arrangements

- 7.1 Payment and billing arrangements are subject to the provisions of Attachment 7 – Billing and Billing Accuracy Certification of this Agreement incorporated herein by this reference.

8. Discontinuance of Service

- 8.1 The procedures for discontinuing service to an end user are as follows:
- 8.1.1 Where possible, BellSouth will deny service to Sprint's end user on behalf of, and at the request of, Sprint. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Sprint.
- 8.1.2 At the request of Sprint, BellSouth will disconnect a Sprint end user customer using the same time intervals that it uses for its own retail customers.
- 8.1.3 All requests by Sprint for denial or disconnection of an end user for nonpayment must be in writing or electronic communication.
- 8.1.4 Sprint is solely responsible for notifying its end user of the proposed disconnection of the service.
- 8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise Sprint when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by Sprint and/or the end user against any claim, loss or damage arising from providing this information to Sprint. It is the responsibility of Sprint to take the corrective action necessary with its end users who make annoying calls, up to and including disconnection of service.
- 8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility.
- 8.2 The procedures for discontinuing service to Sprint are as follows:
- 8.2.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Sprint of the rules and

regulations of BellSouth's Tariffs, provided that Sprint receives reasonable notice of such suspension or termination and has had reasonable opportunity to remedy such violation or non-compliance.

- 8.2.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth, upon written notice, may refuse additional applications for service. In addition, any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. BellSouth may, at the same time, give thirty days notice to the person designated by Sprint to receive notices of noncompliance, and discontinue the provision of existing services to Sprint at any time thereafter.
- 8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Sprint's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Sprint without further notice.
- 8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, Sprint's services will be discontinued. Upon discontinuance of service on Sprint's account, service to Sprint's end users will be denied. BellSouth will also reestablish service at the request of the end user or Sprint upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Sprint is solely responsible for notifying the end user of the proposed disconnection of the service.
- 8.2.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

9. Line Information Database (LIDB)

- 9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.
- 9.2 BellSouth will provide LIDB Storage upon written request to the Sprint Account Manager stating the requested activation date.

10. Optional Daily Usage File (ODUF)

- 11.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in Attachment 7, Section 5 of this Agreement. Rates for ODUF are as set forth in Exhibit A of Attachment 7.

11.2 BellSouth will provide Optional Daily Usage File (ODUF) service upon written request to the BellSouth Account Manager stating the requested activation date.

11. Enhanced Optional Daily Usage File (EODUF)

12.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in Attachment 7, Section 7 of this Agreement. Rates for EODUF are as set forth in Exhibit A of Attachment 7.

12.2 BellSouth will provide Enhanced Optional Daily Usage File (EODUF) service upon written request to the BellSouth Account Manager stating the requested activation date.

EXHIBIT A**Page 1****DISCOUNTS OK – GA****DISCOUNTS OPEN TO SPRINT – AL, FL, KY, LA, MS, NC, SC, TN****APPLICABLE DISCOUNTS**

The telecommunications services available for purchase by Sprint for the purposes of resale to Sprint end users shall be available at the following discount off of the retail rate.

DISCOUNT*

<u>STATE</u>	<u>RESIDENCE</u>	<u>BUSINESS</u>	<u>CSAs***</u>
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

- * When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.
- ** In Tennessee, if a CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.
- *** Unless noted in this column, the applicable discount for CSAs is the Business discount rate.

OPERATIONS SUPPORT SYSTEMS (OSS) RATES

BellSouth has developed and made available the following mechanized systems by which Sprint may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in Attachment 6 of this Agreement incorporated herein by this reference.

OK – GA

OPEN TO SPRINT – AL, FL, KY, LA, MS, NC, SC, TN

**EXCLUSIONS AND LIMITATIONS
ON SERVICES AVAILABLE FOR RESALE**

Type of Service		AL		FL		GA		KY		LA	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1.	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2.	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3.	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4.	Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5.	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Note 4	Yes	Yes
6.	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7.	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8.	AdWatch SM Svc (See Note 6)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9.	MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10.	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11.	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12.	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
13.	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
14.	Public Telephone Access Service (PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Type of Service		MS		NC		SC		TN	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1.	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2.	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3.	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4.	Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No
5.	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6.	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7.	N11 Services	Yes	Yes	No	No	No	No	Yes	Yes
8.	AdWatch SM Svc (See Note 6)	Yes	No	Yes	No	Yes	No	Yes	No
9.	MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No
10.	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
11.	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
12.	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
13.	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No
14.	Public Telephone Access Service (PTAS)	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes

Exhibit B
Page 2 of 2

Applicable Notes:

1. **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
2. Where available for resale, **promotions** will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
3. In Tennessee, long-term **promotions** (offered for more than ninety (90) days) may be obtained at one of the following rates:
 - (a) the stated tariff rate, less the wholesale discount;
 - (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)
4. **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.
5. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
6. AdWatchSM Service is tarified as BellSouth[®] AIN Virtual Number Call Detail Service.

EXHIBIT C

**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

I. SCOPE

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Sprint and pursuant to which BellSouth, its LIDB customers and Sprint shall have access to such information. Sprint understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Sprint, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.
- B. LIDB is accessed for the following purposes:
1. Billed Number Screening
 2. Calling Card Validation
 3. Fraud Control
- C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Sprint of fraud alerts so that Sprint may take action it deems appropriate. Sprint understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by Sprint pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to Sprint for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

Sprint understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Sprint further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, Sprint understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on Sprint's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate Sprint's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) Sprint agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for Sprint's end user accounts which are resident in LIDB pursuant to this Agreement. Sprint authorizes BellSouth to place such charges on Sprint's bill from BellSouth and agrees that it shall pay all such charges. Charges for which Sprint hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- (c) Sprint shall have the responsibility to render a billing statement to its end users for these charges, but Sprint's obligation to pay BellSouth for the charges billed shall be independent of whether Sprint is able or not to collect from Sprint's end users.
- (d) BellSouth shall not become involved in any disputes between Sprint and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Sprint. It shall be the responsibility of Sprint and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

III. FEES FOR SERVICE AND TAXES

- A. Sprint will not be charged a fee for storage services provided by BellSouth to Sprint, as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Sprint. Sprint shall have the right to have BellSouth contest with the imposing jurisdiction, at Sprint's expense, any such taxes that Sprint deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless as provided in Section 9 of the General Terms and Conditions of this Agreement.

V. LIMITATION OF LIABILITY

The Parties will be governed by the Limitation of Liability provisions in the General Terms and Conditions of this Agreement.

VI. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.
- G. The Parties agree that the interpretation of this Agreement with regard to matters relating to Confidentiality and Publicity, Survival, Force Majeure and Governing Law shall be as provided in the General Terms and Conditions of this Agreement.

**RESALE ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated _____, 199 __, between BellSouth Telecommunications, Inc. ("BellSouth"), and Sprint ("Sprint"), effective the ____ day of _____, 199 __.

I. GENERAL

This Addendum sets forth the terms and conditions for Sprint's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by Sprint, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a Local Number Portability arrangement.
- B. Special billing number - a ten digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
- E. PIN number - a four digit security code assigned by BellSouth which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Sprint.
- F. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

J. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by the Sprint.

III. RESPONSIBILITIES OF PARTIES

A. BellSouth will include billing number information associated with resold exchange lines or Local Number Portability arrangements in its LIDB. The Sprint will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

B. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of SprintBellSouth will not issue line-based calling cards in the name of Sprint's individual end users. In the event that Sprint wants to include calling card numbers assigned by the Sprint in the BellSouth LIDB, a separate agreement is required.

C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BellSouth is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.

2. Determine whether the Sprint has identified the billing number as one which should not be billed for collect or third number calls, or both.

RATES OPEN TO SPRINT

Attachment 1
Exhibit D
Rates - Page 26

BELLSOUTH/SPRINT RATES
ODUF/EDOUF/CIDS

RATES BY STATE

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
ODUF: Recording, per message	N/A	\$0.0002	\$0.008	\$0.008	\$0.0008611	\$0.00019	\$0.001179	\$0.008	\$0.0002862	\$0.008
EDUF: Message Processing, per message	N/A	\$0.0033	\$0.004	\$0.004	\$0.0032357	\$0.0024	\$0.0032089	\$0.004	\$0.0032344	\$0.004
EDUF: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
CIDS: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
EDUF: Message Processing, per magnetic tape provisioned	N/A	\$55.19	\$54.95	\$54.95	\$55.68	\$47.30	\$54.62	\$54.95	\$54.72	\$54.95
EDUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30
EDUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.00004	\$0.001	\$0.001	\$0.0000365	\$0.00003	\$0.0000354	\$0.001	\$0.0000357	\$0.001
* Volume and term arrangements are also available.	N/A	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364

NOTES:

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.

Attachment 2

Network Elements and Other Services

- 1.4 DISAGREE
- 1.4.1 OPEN Sprint review of BellSouth proposal to delete section 1.4.1 – issue of combination rates covered in Sections 13.7 and 14.2.
- 2.2.11 GA – Issue Closed
- KY & TN - OPEN BellSouth – Sprint requesting cost studies for OC-TS interim rates in KY & TN
- 2.2.14 OPEN BellSouth – Same issue as 2.2.11
- 7.2.1.2 OPEN – BellSouth review of proposed Sprint language changes
- 8. OPEN – Sprint review of High Frequency Spectrum language
- 9.4 DISAGREE
- 12 OPEN – BellSouth review of Sprint highlighted additional language
- 13.1 DISAGREE
- 13.2.1 DISAGREE
- 13.2.2 OPEN Sprint Review
- 13.2.3 OPEN Sprint Review
- 13.2.3 OPEN Sprint Review
- 13.3 OPEN Sprint Review
- 13.4 OPEN Sprint Review
- 13.5 OPEN Sprint Review
- 13.6 OPEN Sprint Review
- 13.7 OPEN Sprint Review
- 14 OPEN – Sprint review of Port/Loop Combination section
- 15.4.3.3 OPEN – BellSouth
- 15.4.4.1 OPEN – BellSouth
- 15.4.4.2 OPEN – BellSouth to provide language to include use of Sprint's sparkle tone
- 22.3 OPEN – BellSouth Review of additional Sprint language
- Exhibit C OPEN – Sprint Review
- Exhibit D OPEN – Sprint Review

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. <u>UNBUNDLED LOOPS</u>	<u>55</u>
3. <u>INTEGRATED DIGITAL LOOP CARRIERS</u>	<u>1414</u>
4. <u>NETWORK INTERFACE DEVICE</u>	<u>1514</u>
6. <u>UNBUNDLED LOOP CONCENTRATION (ULC) SYSTEM</u>	<u>1616</u>
7. <u>SUB-LOOP ELEMENTS</u>	<u>1717</u>
8. <u>HIGH FREQUENCY SPECTRUM NETWORK ELEMENT</u>	<u>2020</u>
9. <u>SWITCHING</u>	<u>2625</u>
10. <u>TRANSPORT</u>	<u>3232</u>
13. <u>ENHANCED EXTENDED LINK (EEL)</u>	<u>4242</u>
14. <u>PORT/LOOP COMBINATIONS</u>	<u>4746</u>
15. <u>OPERATOR SYSTEMS</u>	<u>4948</u>
16. <u>SIGNALING</u>	<u>5454</u>
17. <u>SIGNALING TRANSFER POINTS (STPS)</u>	<u>5655</u>
18. <u>SERVICE CONTROL POINTS/DATABASES</u>	<u>6059</u>
19. <u>DARK FIBER</u>	<u>6766</u>
20. <u>SS7 NETWORK INTERCONNECTION</u>	<u>6867</u>
21. <u>BASIC 911 AND E911</u>	<u>7271</u>
 EXHIBIT A - LIDB STORAGE AGREEMENT	 75
EXHIBIT B – CNAM DATABASE SERVICES.....	82
EXHIBIT C – RATES	85
EXHIBIT D – SPLITTER IMPLEMENTATION SCHEDULE.....	165

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

This Attachment 2 is subject to the General Terms and Conditions of this Agreement.

1. Introduction

- 1.1 The Parties will implement the requirements of the Third Report and Order, CC Docket No. 96-98, Released November 5, 1999 (UNE Remand) in accordance with the effective dates set forth therein and all subsequent FCC, Commission or court orders.

Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers non-discriminatory access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber and high frequency spectrum of the loop as set forth in this Attachment.

- 1.2 BellSouth shall, upon request of Sprint, and to the extent technically feasible, provide to Sprint access to its network elements for the provision of Sprint's telecommunications service. The quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Sprint shall be at least equal in quality to that which BellSouth provides to itself or its affiliates or such access as would offer an efficient carrier a meaningful opportunity to compete. If no rate is identified in the contract, the rate for the specific service or function will be as negotiated by the Parties.
- 1.3 Sprint may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner Sprint chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. BellSouth shall deliver the network elements purchased by Sprint for combining to the designated Sprint collocation space or other technically feasible point of access for the type of UNE requested. The network elements shall be provided as set forth in this Attachment.

DISAGREE SECTION 1.4

BELLSOUTH PROPOSAL:

- 1.4 Except upon request by Sprint, BellSouth shall not separate requested network elements that BellSouth currently combines. For purposes of this Agreement in Georgia, the term "Currently Combines" means ordinarily combined within the BellSouth network, in the manner which they are typically combined. Thus, in Georgia, Sprint can order combinations of typically combined elements, even if the particular elements being ordered are not actually physically connected at the time the order is placed. For purposes of this Agreement in all other states, the term "Currently Combines" means that network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

SPRINT PROPOSAL:

- 1.4 Except upon request by Sprint, BellSouth shall not separate requested network elements that BellSouth currently combines. For purposes of this Agreement, the term "Currently Combines" means that the elements are normally and customarily combined for BellSouth's retail operation, but do not have to be combined and functioning for the specific customer in question.

Upon request BellSouth shall perform the functions necessary to combine unbundled network elements in any manner, even if those elements are not ordinarily combined in BellSouth's network, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to unbundled network elements or to interconnect with BellSouth's network.

- 1.4.1 ~~BellSouth will provide the following combined network elements for purchase by CLEC - Sprint. The rate for combined network elements (including those that replicate BellSouth end-user services) shall be no greater than the sum of the individual element prices as set forth in this Attachment. The rate of the following combined network elements is the sum of the individual element prices as set forth in this Attachment. [12/10 OPEN - Sprint to review in combination with 1.3] [BellSouth proposes to reinsert original language] [2/28 OPEN - Sprint] [3/20 OPEN - Sprint to propose new combination language] [Sprint proposed language] Order Coordination as defined in Section 2 of Attachment 2 of this Agreement is available for each of these combination of network elements. BellSouth will provide combined network elements for purchase by Sprint including but not limited to the following combinations:~~

- SL2 loop and cross connect
- Port and cross connect
- Port and cross connect and common (shared) transport
- Port and vertical features
- SL2 Loop with loop concentration

- Port and common (shared) transport
- SL2 Loop and LNP

BellSouth proposed to delete all of Section 1.4.1 – issue of combination rates covered in Sections 13.7 and 14.2| 8/22 OPEN – Sprint review of BellSouth proposal to delete all of section 1.4.1|

- 1.5 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards. BellSouth represents that BellSouth's technical publications referenced in this amendment conform with national standards (i.e. ANSI) where they exist, and shall be modified in the future to conform with new or modified national standards and final FCC Orders; provided, however, in instances where multiple conflicting national standards exist, BellSouth shall adopt the standard(s) most compatible with its network; provided, however, BellSouth will make Sprint aware of such conflict(s), and, if Sprint requests, fully document the conflict, and provide Sprint with the rationale for adopting the particular standard including why it is most compatible with BellSouth's network.
- 1.6 Upon the effective date of any legislative, regulatory, judicial or other legal action that modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.
- 1.7 Sprint will adopt and adhere to the appropriate ANSI standards regarding maintenance and installation of service.
2. **Unbundled Loops**
- 2.1 BellSouth agrees to offer access to unbundled loops pursuant to the following terms and conditions and at the rates set forth in this Attachment.
- 2.2 **Definition**
- 2.2.1 The unbundled loop is the physical medium or functional path which Sprint is granted exclusive use, is a transmission path between the main distribution frame, or its equivalent, in a BellSouth Central Office, or remote wire center and up to the loop demarcation point at an end user customer premise, including customer premises wire owned by BellSouth. Each unbundled loop will be provisioned with

a NID or other appropriate demarcation device. Loop types include, but are not limited to, dark fiber and other loop types as set forth in section 2.3 of this attachment.

2.2.2 With the exception of Digital Subscriber Line Access Multiplexers (DSLAMs), the loop includes attached electronics, including multiplexing equipment used to derive the loop transmission capacity.

2.2.3 In defining a loop, BellSouth is obliged to provide a loop capable of supporting a variety of services (e.g., a continuous copper facility, free of load coils with bridged taps conditioned for advanced services), when requested by Sprint. When such facilities are not available as a result of (a) a lack of BellSouth facilities; (b) the presence of incompatible intervening electronics; or (c) due to other constraints, including but not limited to the inadequate electrical characteristics of the loop, then BellSouth will provide the following options:

1. Special Construction process may be used to place new facilities as requested by Sprint,
2. Sprint may use BellSouth's Unbundled Loop Modifications (ULM) offering to condition the loop by removing intervening equipment and/or load coils,
3. Sprint may obtain access to the sub-loop component that serves the intended end user.

2.2.4 Unbundled Loop Modifications (ULM)

2.2.4.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by Sprint, whether or not BellSouth offers advanced services to the End User on that loop.

2.2.4.2 ULM is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.

2.2.4.3 BellSouth shall recover the cost of line conditioning requested by Sprint through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252 (d) (1) of the Act and in compliance with FCC Rule 52.507 (e). Until such time as charges for loop conditioning have been approved by the Commission, Sprint shall pay to BellSouth interim cost-based charges established by BellSouth, such charges to be subject to true up in accordance with Section 22.3 of this Attachment.

2.2.5 Loop Qualification

- 2.2.5.1 The pre-ordering function includes non-discriminatory access to the same detailed information about the loop that is available to BellSouth. Loop qualification information identifies the physical attributes of the loop plant (such as loop length, the presence of analog load coils and bridge taps, and the presence and type of Digital Loop Carrier) that enable carriers to determine whether the loop is capable of supporting xDSL and other advanced technologies.
- 2.2.5.2 As part of the loop qualification process, BellSouth will provide, to the extent such information exists, the following to Sprint:
 - 2.2.5.2.1 the composition of the loop material, including, but not limited to fiber optics, copper;
 - 2.2.5.2.2 the existence, location and type of any electronic or other equipment on the loop, including but not limited to, digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, disturbers in the same or adjacent binder groups;
 - 2.2.5.2.3 the loop length, including the length and location of each type of transmission media;
 - 2.2.5.2.4 the wire gauge(s) of the loop; and
 - 2.2.5.2.5 the electrical parameters of the loop, which may determine the suitability of the loop for various technologies.
- 2.2.6 Service Inquiry – Manual Loop Qualification
 - 2.2.6.1 BellSouth's Service Inquiry (SI) process is a manual loop qualification process for use in connection with provisioning xDSL Digital Loops. The current SI process involves sending an SI form and the Local Service Request (LSR) to the Complex Resale Service Group (CRSG) which directs BellSouth to look for a specific xDSL loop type at a particular address. Once BellSouth determines whether or not facilities exist for that type of loop at the requested address, the response will be sent back to Sprint.
 - 2.2.6.2 If the requested xDSL capable facilities are available, the LSR will be processed and the loop will be provisioned and the associated loop makeup data will be provided. If the requested xDSL capable facilities are not available, Sprint will be notified promptly of the reasons such loop types are not available.
 - 2.2.6.3 If that loop type can be made available through the removal of equipment and/or bridge tap, Sprint may use BellSouth's Unbundled Loop Modification (ULM) product to condition the loop to Sprint's specifications. BellSouth will only ensure electrical continuity and balance to tip and ring on circuits modified beyond the appropriate standards for that loop type.

- 2.2.6.4 Currently, the cost of the SI is included in the NRC for the loop itself. In the future, if BellSouth develops a separate charge for the SI, the NRC for the loop will be reduced by an equivalent amount.
- 2.2.6.5 BellSouth will use its best efforts to perform the SI Manual Loop Qualification Process within 3 to 5 business days.
- 2.2.7 Electronic Access to Loop Qualification Information
- 2.2.7.1 BellSouth shall allow Sprint full real-time access to BellSouth's xDSL related Operations Support Systems (OSS) and associated databases, for Sprint's pre-ordering, ordering and provisioning processes that include access to the loop qualification information specified in Section 2.2.5. Such OSS access shall not be inferior to that supplied by BellSouth for its own retail or affiliated services.
- 2.2.7.2 BellSouth shall provide such electronic access to xDSL pre-ordering and ordering by July, 2000.
- 2.2.7.3 At such time that OBF has established standards for pre-order loop qualification, the Parties will cooperate to implement pre-order loop qualification functions based upon such standards. BellSouth agrees to notify Sprint of any proposed changes in the loop qualification process. Upon Sprint's receipt of such notification by BellSouth, the Parties will meet for the sole purpose (unless otherwise agreed to by both Parties) of mutually agreeing to any revision of rates, terms and conditions for Sprint's use of the process.
- 2.2.8 When available and upon Sprint's request, BellSouth shall provide Sprint electronic access to its UNE loop test system. BellSouth provides Sprint test access to designed and non-designed services through Electronic Communications Trouble Administration (ECTA).
- 2.2.9 Whether conditioned or unconditioned, all loops will be included in any service performance measurements, as set forth in Attachment 9 of this Agreement.
- 2.2.10 The provisioning and installation interval for an unbundled DSL capable loop where no conditioning is requested will be 5 – 7 business days or the same interval that is provided to other CLECs or BellSouth affiliates whichever is shorter. The provisioning and installation intervals for conditioning of unbundled DSL capable loops up to 18,000 feet will be at parity with the BellSouth's retail analog or affiliate interval and will be determined on an individual case basis. Conditioning of an unbundled DSL capable loop in excess of 18,000 feet will have an individual case basis determined provisioning and installation interval.
- 2.2.11 To the extent that the provisioning of an unbundled loop to Sprint will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in collocation space,

these cross-connects are a separate element and are not considered a part of the loop.

BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination - Time Specific."

"Order Coordination" refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order coordination for physical conversions will be scheduled by mutual agreement during normal working hours on the committed due date and at parity with that which BellSouth provides itself, BellSouth's own subscribers, to a BellSouth Affiliate or its subsidiaries, or to any other entity.

"Order Coordination – Time Specific" refers to service order coordination in which Sprint requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. Sprint may specify a time between 8:00 a.m. and 5:00 p.m. (location time) Monday through Friday (excluding holidays). If Sprint specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Any such overtime charges will be at parity with that BellSouth provides to a BellSouth Affiliate or its subsidiaries, or to any other entity. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances. [4/26 OPEN – Sprint only wants to pay OC-TS if it has been ordered in a state. BellSouth position is that we should try to negotiate a rate in those states in which a rate has not been ordered and, failing that, no charge in those states would be a disagree] [5/17 OPEN – States that have not ordered rates are KY and TN. Sprint willing to negotiate rates if based upon a cost study. BellSouth to determine whether a cost study has been completed on OC-TS in KY and TN] [TN cost study has been filed, KY new study due to be filed in 7/00] [Sprint position agreeable to interim rates in KY and TN if ordered as interim by Commission. BellSouth to determine whether OC-TS rates are ordered interim rates in KY and TN – issue closed in GA] [8/22 OPEN BellSouth – Sprint requesting cost studies from BellSouth for OC-TS rates in KY and TN]

Where facilities are available, BellSouth will install loops within a 5-7 business days interval. For orders of 14 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by Sprint, expedite charges will apply for intervals less than 5 days. The charges outlined in BST's FCC # 1

Tariff, Section 5.1.1, will apply. If Sprint cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC #1 Tariff, Section 5.4.”

- 2.2.12 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2). SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops. If Sprint requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.
- SL2 loops shall have test points, will be designed with a Design Layout Record provided to Sprint, and will be provided with Order Coordination. The OC feature will allow Sprint to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.
- 2.2.13 BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR). BellSouth will maintain the UDL characteristics in a manner that ensures the loop is as it was when it was provisioned. The parties shall use their best efforts to avoid service degradation caused by spectrum interference.
- 2.2.14 As a chargeable option on all loops except UVL-SL1 and Unbundled Copper Loop (UCL), BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow Sprint the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis. 14/26 OPEN – Same issue as 2.2.11, OK for GA and OPEN for KY and TN 18/22 OPEN BellSouth – Same issue as 2.2.11
- 2.2.15 Upon successful completion of the cooperative test with BellSouth, Sprint will be responsible for testing and isolating troubles on the loops. Once Sprint has isolated a trouble to the BellSouth provided loop, Sprint will issue a trouble report to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.

- 2.2.16 If Sprint reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge Sprint for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.2.17 If Sprint reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge Sprint for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.3 Technical Requirements
- 2.3.1 To the extent available within BellSouth's network at a particular location, BellSouth will offer unbundled loops capable of supporting telecommunications services as set forth in this section. If a requested unbundled loop type is not available, then Sprint can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet Sprint's request.
- 2.3.2 Sprint will have access to the following Unbundled Local Loop ("ULL") types unbundled from local switching and local transport in accordance with the terms and conditions set forth in this section. Using the appropriate collocation or other point of access methodologies, Sprint also shall have the right to place appropriate equipment, such as digital subscriber line access multiplexing equipment, at the fiber/copper interface point in BellSouth's loop plant. Sprint will use its best efforts to minimize its equipment's interference with the BellSouth network and will work cooperatively to resolve any such occurrences.
- 2.3.2.1 "2-Wire Analog Voice Grade ULL" or "Analog 2W" which support analog transmission of 300-3000 Hz, repeat link start, link reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer). Analog 2W include Loops sufficient for the provision of PBX trunks and pay telephone lines.
- 2.3.2.2 "4- Wire Analog Voice Grade ULL" or "Analog 4W" which support transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-wire electrical interface.
- 2.3.2.3 "2-Wire ISDN Digital Grade ULL," "BRI ISDN" or IDSL which support digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel. BRI ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards and conform to ANSI T1.601-1992 and conforms to Power Spectral Density Mask.
- 2.3.2.4 "2-Wire ADSL-Compatible ULL or ADSL-2W" is a 2-wire, non-loaded, twisted copper pair that meets revised resistance design or carrier serving area design guidelines. An ADSL-2W is a transmission path that may be suitable for the data

rates of up to a 6 Mbps digital signal downstream (toward the Customer) at a 6dB performance margin and up to a 640 Kbps digital signal upstream (away from the Customer) at a 6dB performance margin while simultaneously carrying an analog voice signal, although Sprint is not restricted to those bandwidth specifications in providing its services (nor does BellSouth guarantee such data rates), provided that Sprint complies with appropriate industry standards. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the BellSouth Central Office frame. The upstream and downstream ADSL power spectral density masks and dc line power limits referenced in BellSouth ANSI T1.413.1998 shall apply.

- 2.3.2.5 "2-Wire HDSL-Compatible ULL" consists of a single 2-wire, non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in TA-NWT-001210 shall apply.
- 2.3.2.6 "HDSL2-Compatible ULL" consists of a single 2-wire, non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL 2 power spectral density mask and dc line power limits referenced in T1E1.4/99-006R5 shall apply. To the extent that separate industry approved NC and NCI codes are designated for HDSL2 loops, BellSouth will modify its ordering procedures to accept those separate ordering codes.
- 2.3.2.7 "4-Wire HDSL-Compatible ULL or HDSL-4W" consists of two 2-wire, non-loaded, twisted copper pairs that meet the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Bellcore TA-NWT-001210 shall apply.
- 2.3.2.8 "4-Wire DS-1-compatible ULL" (Digital Grade Loop) is a transmission path that supports the transmission of digital signals up to a maximum binary information rate of 1.544 Mbps and terminates in a 4-Wire electrical interface at the Customer premises and a Sprint Collocation node at a[BellSouth] central office. A DS-1 Digital Grade Loop is capable of operating in a full duplex, time division (digital) multiplexing mode. A DS-1 Digital Grade Loop provides transmission capacity equivalent to 24 voice grade channels with associated signaling, twenty-four 56 Kbps digital channels when in band signaling is provided or twenty-four 64 Kbps channels with the selection of the Clear Channel signaling option.
- 2.3.2.9 Other DSL Technologies: As the Industry accepts other power spectral density masks, BellSouth will allow additional types of DSL technologies and/or services such as SDSL and VDSL to be provided on unbundled network element(s) contained in this agreement. Then Sprint may order the unbundled element(s) as a result of this agreement and use the additional DSL technologies without re-negotiations or contract amendments.

- 2.3.2.10 Unbundled loops will be ordered by using the appropriate NC/NCI code. If Sprint requests a loop to be modified beyond the appropriate characteristics for that loop type then the newly modified loop will be ordered and inventoried as an unbundled copper loop (UCL).
- 2.3.3 Carrier Serving Area (CSA)
 - 2.3.3.1 Carrier Serving Area (CSA) Loop Specifications - CSA design specifications were originally developed to support 56 Kbps Digital Data Service (DDS) delivery to customers served by Digital Loop Carrier (DLC) systems. A CSA loop is defined as a wire pair that meets CSA design guidelines whether it originates from a central office or from a remote terminal site.
 - 2.3.3.2 CSA loops will be designed to meet the specifications as described in Telcordia SR2275, Issue 3, 12/97 (Section 7-Transmission).
 - 2.3.3.3 Loops that comply with CSA specifications are intended to support DSL services such as HDSL, HDSL2, SDSL at a 768 Kbps symmetrical transmission rate, and ADSL at a 6 Mbps by 640 Kbps asymmetrical transmission rate. BellSouth does not guarantee that these loops will support these services or data rates.
 - 2.3.3.4 CSA loops may be ordered from the BellSouth using a Telcordia standard Network Channel (NC) code of LXC.
- 2.3.4 Revised Resistance Design (RRD)
 - 2.3.4.1 Revised Resistance Design (RRD) Loop Specification - Revised Resistance Design specifications are described in Telcordia, SR2275, Issue 3, 12/97 (Section 7-Transmission).
 - 2.3.4.2 Loops that comply with RRD design specifications are intended to support SDSL up to a 384 Kbps symmetrical transmission rate and ADSL up to a 1.5 Mbps by 384 asymmetrical transmission rate. BellSouth does not guarantee that these loops will support these services or data rates.
 - 2.3.4.3 RRD loops may be ordered from BellSouth using a Telcordia standard Network Channel (NC) code of LXR. BellSouth will provide an unbundled digital loop that is ADSL compatible that meets RRD using LXR.
- 2.3.5 Unbundled Copper Loops (UCL) – Short and Long. UCLs will be offered in two versions. The short UCL will be non-loaded copper loop of up to 18kf and has Resistance Design criteria for resistance and bridge tap. The long UCL would be any copper loop that is longer than 18kf where the load coils have been removed through the ULM process. Unbundled Copper Loops may be ordered from BellSouth using a Telcordia standard Network Channel Code of LX-N (for short

copper loops) and LX-- (for long copper loops), or other Telcordia standard NC code as may be adopted in the future.

- 2.3.6 Sprint will pre-qualify the loops based on the above specifications. If, after receiving the Sprint order, BellSouth determines based on records, that the loop does not meet the specifications, BellSouth will notify Sprint of its findings and will work cooperatively with Sprint, to resolve any issues or discuss alternatives.
- 2.3.7 The loop will support the transmission, signaling, performance and interface requirements of the services described in Section 2.3.2 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by Sprint will be consistent with industry standards. To the extent there are no applicable industry standards, BellSouth's TR73600 will apply.
- 2.3.8 In some instances, Sprint will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Sprint can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Sprint will determine the type of service that will be provided over the loop. Sprint will utilize BellSouth's ULM process to request these changes. The rates for ULM are included in Exhibit C.
- 2.3.9 The loop shall be provided to Sprint in accordance with the following Technical References:
BellSouth's TR73600, Unbundled Local Loop Technical Specification
- 2.3.9.1 Telcordia (formerly BellCore) TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.
- 2.3.9.2 Telcordia (formerly BellCore) TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
- 2.3.9.3 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.
- 2.3.9.4 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.

3. **Integrated Digital Loop Carriers**

- 3.1 When Sprint requests an unbundled Loop currently served by BellSouth's Integrated Digital Loop Carrier (IDLC) or Remote Switching technology in which there is no access to a contiguous loop, BellSouth will, where available, move the requested unbundled Loop to a vacant cable pair, universal digital loop carrier, or other non-integrated DLC transmission equipment for the purpose of unbundling the Loop at no additional charge to Sprint. If, however, no vacant unbundled

Loop is available, BellSouth will within twenty-four (24) hours, of Sprint's request, notify Sprint of the lack of available facilities. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. Sprint will then have the option of paying the one time SC rates to place the loop facilities or Sprint may chose some other method of providing service to the end user (e.g., Resale, private facilities, etc.).

4. Network Interface Device

4.1 Definition

4.1.1 The Network Interface Device (NID) Network Element is defined as a cross-connect device used to connect loop facilities to inside wiring including all features, functions, and capabilities required to terminate a single line or circuit at the end user customer's premises. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID features two independent chambers or divisions which separate the service provider's network from the customer's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the end-user customer each make their connections. The NID provides a protective ground connection, and is capable of terminating cables such as twisted pair cable.

4.2 Technical Requirements

- 4.2.1 The Network Interface Device shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and shall maintain a connection to ground that meets the requirements set forth below.
- 4.2.2 The NID shall be capable of transferring electrical analog or digital signals between the customer's inside wiring and the Distribution Media.
- 4.2.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire will also be free of rust or corrosion and have continuity relative to ground.
- 4.2.4 The NID shall be capable of withstanding all normal local environmental variations.
- 4.2.5 Where practicable, the NID shall be physically accessible to Sprint designated personnel. In cases where entrance to the end user's premises is required to give access to the NID, the Parties shall work cooperatively to obtain entrance permission directly from the end user.

- 4.2.6 Upon Sprint's request, BellSouth will provide at the customer's premise a properly terminated drop at the Network Interface Device (NID) or demarcation. In an attempt to avoid additional truck rolls behind a service order, Sprint will provide a toll free number for use by BellSouth field technicians. When this method of order completion is used, the Sprint Operations center will immediately test the loop condition, and accept or reject the loop based on the test results. BellSouth will also provide to Sprint at an additional cost, as set forth in FCC #1 tariff section 13.2.6.c, cooperative testing to test any network element provided by BellSouth and to test the overall functionality of network elements that are connected to one another or to equipment or facilities provided or leased by Sprint, to the extent BellSouth has the ability to perform such tests. The cooperative testing provided for in this paragraph is exclusive of any maintenance service and related testing that BellSouth is required to provide for unbundled network elements under this Agreement.

4.3 **Interface Requirements**

- 4.3.1 The NID shall be equal to or better than all of the requirements for NIDs set forth in the following technical references:
- 4.3.1.1 Telcordia (formerly BellCore) Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";
- 4.3.1.2 Telcordia (formerly BellCore) Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";
- 4.3.1.3 Telcordia (formerly BellCore) Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";
- 4.3.1.4 Telcordia (formerly BellCore) Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"

5. **Loop Termination**

- 5.1 As part of the loop ordering process, Sprint will provide central office termination information. This information will be in the form of a Sprint tie cable name and pair number.
- 5.2 When continuity is established from the Sprint tie cable pair, through any intermediate field cross connect points, and is properly terminated at the NID, BellSouth will inform Sprint of order completion.

6. **Unbundled Loop Concentration (ULC) System**

- 6.1.1 BellSouth will provide to Sprint loop concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.
- 6.1.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high speed connection from the concentrator will be at the electrical DS1 level and may connect to Sprint at Sprint's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

7. **Sub-loop Elements**

- 7.1 Where facilities are in place and available, BellSouth shall, pursuant to 47 CFR § 51.319 (a) (2), offer access to its Unbundled Sub-Loop (USL), Unbundled Sub-Loop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements. If no facilities exist, Sprint may utilize BellSouth's special construction process to request the placement of such facilities.

7.2 Unbundled Sub-Loop (USL)

7.2.1 **Definition**

7.2.1.1 Subloops

The Subloop is defined as any portion of the loop that is technically feasible to access at terminals in BellSouth's outside plant, including inside wire (owned by BellSouth). An accessible terminal is a point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. These would include a technically feasible point near the customer premises, such as the pole or pedestal, the network interface device (NID), or the minimum point of entry to the customer premises. Another point of access would be the feeder distribution interface (FDI). The FDI might be located in the utility room in a multi-dwelling unit, in a remote terminal, or in a controlled environment vault (CEV). A third point of access is the main distribution frame in BellSouth's central office.

- 7.2.1.2 The Unbundled Sub-Loop will be copper twisted pair. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is ~~technically~~ feasible to place the required facilities where Sprint has requested access to Unbundled Sub-Loops. If existing ~~capacity~~ capacity is sufficient to meet Sprint's demand, then BellSouth will perform the set-up work as described in the next section 7.2.1.3. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in 7.2.1.3) to accommodate Sprint's request for Unbundled Sub-Loops, BellSouth will use its Special Construction (SC) process to determine the additional costs required to provision the Unbundled Sub-Loops. Sprint will then have the option of paying the one-time SC charge to modify the facilities to meet Sprint's request. If Sprint requires a copper twisted pair Unbundled Sub-Loop in instances where the Unbundled Sub-Loop for services that BellSouth offers is other than a copper facility, BellSouth will provide that media if those facilities exist. If there are no copper facilities available, BellSouth will use its Special Construction process to determine if facilities can be provided to Sprint. **JOPE** **- Sprint review** **[8/22 OPEN BellSouth - Review Sprint proposed additions highlighted in green]**
- 7.2.1.3 During the initial set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice Sprint's cable into the cross-connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel that will be used to provide access to the requested USLs. Once the set-up is complete, Sprint's requested sub-loop pairs would be provisioned through the service order process based on the submission of an LSR to the LCSC.
- 7.2.2 Requirements for All Unbundled Sub-Loops
- 7.2.2.1 Unbundled Sub-Loops shall be capable of carrying all signaling messages or tones needed to provide telecommunications services.
- Unbundled Sub-Loop shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In these scenarios, Sprint would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal or cross-box. This cable would be connected, by a BST technician, to a cross-connect panel within the BellSouth RT/cross-box. Sprint's cable pairs can then be connected to BST's USL within the BST cross-box by the BST technician.
- 7.2.3 Interface Requirements
- 7.2.3.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:

- 7.2.3.2 Telcordia (formerly BellCore) TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1, 1994;
- 7.3 Unbundled Sub-Loop Concentration System (USLC)
- 7.3.1 Where facilities are in place and available, BellSouth will provide Sprint with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into Sprint's collocation space. TR-008 and TR303 interface standards are available. If no facilities exist, Sprint may utilize BellSouth's special construction process to request the placement of such facilities.
- 7.3.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of Sprint's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of Sprint's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.
- 7.3.3 In these scenarios Sprint would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow Sprint's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.
- 7.4 Unbundled Network Terminating Wire (UNTW)
- 7.4.1 BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to Sprint pursuant to the following terms and conditions at rates as set forth in this Attachment.
- 7.4.2 Definition
- 7.4.2.1 Subject to applicable and effective FCC rules and orders, UNTW is a dedicated transmission facility that BellSouth provides from the Wiring Closet /Garden Terminal (or other type of cross-connect point) at the point of termination of BellSouth's loop distribution facilities to the end user's point of demarcation.
- 7.4.3 Requirements

- 7.4.3.1 BellSouth will offer spare pairs that are available to an end user's premises to Sprint. Available spare pairs are defined as pairs that are not being utilized by BellSouth or by a third party to provide an end user with working service at the time of Sprint's request for UNTW. If no spare pairs are available and the end user is no longer using BellSouth's local service, BellSouth will relinquish the first pair to Sprint. If after BellSouth has relinquished the first pair to Sprint and the end user decides to change local service providers to BellSouth, Sprint will relinquish the first pair back to BellSouth.
- 7.4.3.2 Notwithstanding the foregoing, should BellSouth subsequently require the use of additional pair(s) to provide for the activation of additional lines in an end users premises in response to a request from such end user, Sprint agrees to surrender their spare pair(s) upon request by BellSouth.
- 7.4.3.3 If an end user of Sprint desires to receive local exchange service from a service provider who is not a Party to this Agreement, and such third party service provider needs access to the BellSouth UNTW to provide local exchange service to the end user, then Sprint agrees to surrender the requisite number of its inactive spare pair(s) if no other spare pair is available and upon request by BellSouth.
- 7.4.3.4 If Sprint has placed NTW at a location and an end user desires to receive local exchange service from BellSouth and BellSouth needs access to Sprint's NTW to provide local exchange service to the end user, then Sprint agrees to surrender the requisite number of its spare pair(s) upon request by BellSouth.
- 7.4.3.5 In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction, BellSouth shall not be required to install new or additional NTW beyond existing NTW to provision the services of the CLEC.
- 7.4.4 Technical Requirements
- 7.4.4.1 In these scenarios, BellSouth will connect the requested UNTW pairs to a single point of interconnection (SPOI) designed for CLEC access to BellSouth's NTW. The SPOI will be installed either near BellSouth's garden terminal or wiring closet. Sprint will be required to place a cross-box, terminal or other similar device and deliver a cable to this SPOI. Sprint will then connect their cable to the cross-connect panel to access the requested UNTW pairs.

8. High Frequency Spectrum Network Element [8/22 OPEN Sprint Review]

8.1 General

- 8.1.1 BellSouth shall provide Sprint access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum") at the rates set forth in Exhibit C. BellSouth shall provide Sprint with the High Frequency**

Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

8.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Sprint the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, ADSL, RADSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Sprint shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. Sprint shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

8.1.3 The following loop requirements are necessary for Sprint to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth shall charge and Sprint shall pay as interim rates, the same rates that BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops) until permanent pricing for loop conditioning is established either by mutual agreement or by a state public utility commission. The interim costs for conditioning are subject to true up as provided in Exhibit C. BellSouth will condition loops to enable Sprint to provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop for shared-line xDSL if conditioning of that loop significantly degrades BellSouth's voice service. BellSouth shall charge, and Sprint shall pay, for such conditioning the same rates BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops.) If Sprint requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, Sprint shall pay for the loop to be restored to its original state.

8.1.4 Sprint's termination point is the point of termination for Sprint on the toll main distributing frame in the central office ("Termination Point"). BellSouth will use jumpers to connect the Sprint's connecting block to the splitter. The splitter will

route the High Frequency Spectrum on the circuit to the Sprint's xDSL equipment in the Sprint's collocation space.

8.1.5 Sprint shall have access to the splitter for test purposes, irrespective of where the splitter is placed in the BellSouth premises.

8.2 Provisioning of High Frequency Spectrum and Splitter Space

8.2.1 BellSouth will provide Sprint with access to the High Frequency Spectrum as follows:

8.2.1.1 BellSouth, Sprint and other CLECs have developed a process for allocating the initial orders of splitters. BellSouth will install all splitters ordered on or before April 26, 2000, in accordance with the schedule set forth in Exhibit D. Once all splitters ordered by all CLECs on or before April 26, 2000, have been installed, BellSouth will install splitters within forty-two (42) calendar days of Sprint's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice. BellSouth and Sprint will reevaluate this forty-two (42) day interval on or before August 1, 2000.

8.2.1.2 Once a splitter is installed on behalf of Sprint in a central office, Sprint shall be entitled to order the High Frequency Spectrum on lines served out of that central office.

8.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Sprint access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the splitter. In the event the Parties cannot agree upon such rates, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide Sprint with a carrier notification letter at least 30 days before such change and shall work collaboratively with Sprint to select a mutually agreeable brand of splitter for use by BellSouth. Sprint shall thereafter purchase ports on the splitter as set forth more fully below.

8.2.1.4 BellSouth will install the splitter in (i) a common area close to the Sprint collocation area, if possible; or (ii) in a BellSouth relay rack as close to the Sprint DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified Sprint DS0 at such time that a Sprint end user's service is established.

- 8.2.1.5 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, and Sprint desires to continue providing xDSL service on such loop, Sprint shall be required to purchase the full stand-alone loop unbundled network element. However, if the end user terminates service with BellSouth because it is changing voice service to a voice providing CLEC, Sprint shall only be permitted to continue to use the loop if there is another loop physically available to the voice providing CLEC. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and Sprint desires to continue providing xDSL service on such loop, Sprint shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. BellSouth shall give Sprint notice in a reasonable time prior to disconnect, which notice shall give Sprint an adequate opportunity to notify BellSouth of its intent to purchase such loop. The Parties shall work collaboratively towards the mode of notification and the time periods for notice. In those cases in which BellSouth no longer provides voice service to the end user and Sprint purchases the full stand-alone loop, Sprint may elect the type of loop it will purchase. Sprint will pay the appropriate recurring and non-recurring rates for such loop as set for in Exhibit C. In the event Sprint purchases a voice grade loop, Sprint acknowledges that such loop may not remain xDSL compatible.
- 8.2.1.6 Sprint and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios. BellSouth and Sprint agree that Sprint is entitled to purchase the High Frequency Spectrum on a loop that is provisioned over fiber fed digital loop carrier. BellSouth will provide Sprint with access to feeder subloops at UNE prices. BellSouth and Sprint will work together to establish methods and procedures for providing Sprint access to the High Frequency Spectrum over fiber fed digital loop carriers.
- 8.3 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop
- 8.3.1 To order High Frequency Spectrum on a particular loop, Sprint must have a DSLAM collocated in the central office that serves the end-user of such loop. BellSouth will work collaboratively with Sprint to create a concurrent process that allows Sprint to order splitters in central offices where Sprint is in the process of obtaining collocation space and enables BellSouth to install such splitters before the end of Sprint's collocation provisioning interval. While that process is being developed, Sprint may order splitters in a central office once it has installed its Digital Subscriber Line Access Multiplexer ("DSLAM") in that central office. BellSouth will install these splitters within the interval provided in Section 8.2.1.1.

- 8.3.2 BellSouth will devise a splitter order form that allows Sprint to order splitter ports in increments of 24 or 96 ports.
- 8.3.2.1 BellSouth will provide Sprint the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.
- 8.3.3 BellSouth will initially provide access to the High Frequency Spectrum within the following intervals: Beginning on June 6, 2000, BellSouth will return a Firm Order Confirmation ("FOC") in no more than two (2) business days after receipt of a valid, error free LSR. BellSouth will provide Sprint with access to the High Frequency Spectrum as follows:
- 8.3.3.1 For 1-5 lines at the same address within three (3) business days from the receipt of Sprint's receipt of the FOC; 6-10 lines at same address within 5 business days from the receipt of Sprint's FOC; and more than 10 lines at the same address is to be negotiated. BellSouth and Sprint will re-evaluate these intervals on or before August 1, 2000.
- 8.3.4 Sprint will initially use BellSouth's existing pre-qualification functionality and order processes to pre-qualify line and order the High Frequency Spectrum. Sprint and BellSouth will continue to work together to modify these functionalities and processes to better support provisioning the High Frequency Spectrum. BellSouth will use its best efforts to make available to Sprint, by the fourth quarter of 2000, an electronic pre-ordering, ordering, provisioning, repair and maintenance and billing functionalities for the High Frequency Spectrum.
- 8.4 Maintenance and Repair
- 8.4.1 Sprint shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. Sprint may access the loop at the point where the combined voice and data signal exits the central office splitter.
- 8.4.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Termination Point of demarcation in the central office. Sprint will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 8.4.3 If the problem encountered appears to impact primarily the xDSL service, the end user should call Sprint. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are impaired, the recipient of the call should coordinate with the other service provider(s).
- 8.4.4 BellSouth and Sprint will work together to diagnose and resolve any troubles reported by the end-user and to develop a process for repair of lines as to which

Sprint has access to the High Frequency Spectrum. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of High Frequency Spectrum.

8.4.5 The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the Repairing Party that the trouble is on the Repairing Party's portion of the loop. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.

8.4.6 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.

8.4.7 In the event Sprint's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify Sprint and allow twenty-four (24) hours to cure the trouble. If Sprint fails to resolve the trouble, BellSouth may discontinue Sprint's access to the High Frequency Spectrum on such loop.

8.5 Pricing

8.5.1 BellSouth and Sprint agree to the following negotiated, interim rates for the High Frequency Spectrum. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions. Once a docket in a particular state in BellSouth's region has been opened to determine permanent prices for the High Frequency Spectrum, BellSouth will provide cost studies for that state for the High Frequency Spectrum upon Sprint's written request, within 30 days or such other date as may be ordered by a state commission. All cost related information shall be provided pursuant to a proprietary, non-disclosure agreement.

8.5.2 BellSouth and Sprint enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or Sprint may

take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or Sprint may take in any cost docket related to the terms and conditions associated with access to the High Frequency Spectrum; and (b) the positions that BellSouth or Sprint might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide Sprint with access to the High Frequency Spectrum. The interim rates set forth herein were adopted as a result of a compromise between the parties and do not reflect either party's position as to final rates for access to the High Frequency Spectrum.

9. Switching

9.1 BellSouth shall provide non-discriminatory access to local circuit switching capability on an unbundled basis, except as set forth below in Section 9.4 to Sprint for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to Sprint for the provision of a telecommunications service only in the limited circumstance described below in Section 12.3.

9.2 Except as otherwise provided herein, BellSouth shall not impose any restrictions on Sprint regarding the use of Switching capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.

9.3 Local Circuit Switching Capability, including Tandem Switching Capability

9.3.1 Definition

9.3.1.1 Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) all features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch; (D) switching provided by remote switching modules.

9.3.2 When utilizing BellSouth's local circuit switching capability, local traffic shall be defined as set forth in Part B of the General Terms and Conditions.

DISAGREE SECTION 9.4**BELLSOUTH PROPOSAL:**

- 9.4 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Sprint when Sprint serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) through out Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999. BellSouth is not required to provide local circuit switching capability with respect to the fourth and subsequent two (2) wire voice-grade loops that Sprint uses in combination with local circuit switching to provide retail local voice service to a single end user account name, at a single physical end user location (including a single tenant building or a single unit within a MDU or MTU).

SPRINT PROPOSAL:

- 9.4 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth will provide unbundled local circuit switching for Sprint when Sprint establishes service for end users with three (3) or fewer voice-grade (DS-0) equivalents or lines in locations where BellSouth has provided non-discriminatory cost-based access to the Enhanced Extended Link (EEL) through-out a Density Zone 1 MSA as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

When a Sprint customer with three (3) or fewer voice-grade (DS-0) equivalents or lines (as defined above) is being served via unbundled local circuit switching and such customer's requirements grow such that additional lines are ordered, Sprint may continue to order and BellSouth will provide such additional lines using unbundled local circuit switching for up to and including thirty-nine (39) total lines provisioned at that customer location. The fortieth line and each additional line at such customer location will be provided by BellSouth at a rate that is negotiated by the Parties for use of local circuit switching for the affected facilities.

BellSouth shall not be required to offer unbundled local circuit switching for Sprint when Sprint establishes service for end users with four (4) or more voice-grade (DS-0) equivalents or lines in locations where BellSouth has provided non-discriminatory cost-based access to the Enhanced Extended Link (EEL) through-out a Density Zone 1 MSA as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

- 9.5 In the event that Sprint orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more two (2) wire

voice-grade loops from a BellSouth central office where BellSouth has provided non-discriminatory cost-based access to the Enhanced Extended Link (EEL) through-out a Density Zone 1 MSA as determined by NECA Tariff No. 4 as in effect on January 1, 1999, BellSouth's sole recourse shall be to charge Sprint a rate to be negotiated for use of the local circuit switching functionality for the affected facilities, or in the alternative, to charge Sprint the local services resale rate for use of all Combinations used to provide the affected facilities to Sprint.

- 9.6 A featureless port is one that has a line port, switching functionality, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by Sprint. Any features that a switch is capable of providing and are technically feasible but have not yet been activated can be requested through the BFR process.
- 9.7 BellSouth will provide to Sprint purchasing BellSouth switching and/or reselling BellSouth exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. Sprint customers may use the same dialing arrangements as BellSouth customers, but obtain a Sprint branded service.
- 9.8 Technical Requirements
- 9.8.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.
- 9.8.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Telcordia (formerly BellCore)'s Local Switching Systems General Requirements (FR-NWT-000064).
- 9.8.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
- 9.8.1.3 BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by Sprint will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.
- 9.8.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 9.8.1.5 BellSouth shall activate service for a Sprint customer or for Sprint's network interconnection using any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to Sprint's services without loss of switch feature functionality as defined in this Agreement.

- 9.8.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 102, 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 9.8.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 9.8.1.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non discriminatory manner.
- 9.8.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.
- 9.8.1.10 Special Services provided by BellSouth will include the following:
 - 9.8.1.10.1 Telephone Service Prioritization;
 - 9.8.1.10.2 Related services for handicapped;
 - 9.8.1.10.3 Soft dial tone where required by law; and
 - 9.8.1.10.4 Any other service required by law.
- 9.8.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STP). These capabilities shall adhere to Telcordia (formerly BellCore) specifications - TCAP (GR-1432-CORE), ISUP (GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).
- 9.8.1.12 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 9.8.1.13 BellSouth shall provide data regarding a customer line, traffic characteristics or other measurable elements to Sprint, upon a reasonable request from Sprint. Sprint will pay BellSouth for all reasonable and demonstrative costs incurred to provide such data through the Bona Fide Request/New Business Request process.
- 9.8.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party. Such feature offerings shall include but are not limited to:
 - 9.8.1.14.1 Basic and primary rate ISDN;

- 9.8.1.14.2 Residential features;
- 9.8.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);
- 9.8.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
- 9.8.1.14.5 Advanced intelligent network triggers supporting Sprint and BellSouth service applications.
BellSouth shall offer to Sprint all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:
 - 9.8.1.14.5.1 Off-Hook Immediate
 - 9.8.1.14.5.2 Off-Hook Delay
 - 9.8.1.14.5.3 Termination Attempt
 - 9.8.1.14.5.4 6/10 Public Office Dialing Plan
 - 9.8.1.14.5.5 Feature Code Dialing
 - 9.8.1.14.5.6 Customer Dialing Plan
- 9.8.1.14.6 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to Sprint:
 - 9.8.1.14.6.1 Private EAMF Trunk
 - 9.8.1.14.6.2 Shared Interoffice Trunk (EAMF, SS7)
 - 9.8.1.14.6.3 N11
 - 9.8.1.14.6.4 Automatic Route Selection
- 9.8.1.15 Where capacity exists, BellSouth shall assign each Sprint customer line the class of service designated by Sprint (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from Sprint customers to Sprint directory assistance operators at Sprint's option. If capacity is not available on a particular switch, Sprint may request that additional capacity be added through the BFR process.
- 9.8.1.16 Where capacity exists, BellSouth shall assign each Sprint customer line the class of services designated by Sprint (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from Sprint customers to Sprint operators at Sprint's option. For example, BellSouth may

translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an Sprint Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged. If capacity is not available on a particular switch, Sprint may request that additional capacity be added through the BFR process.

9.8.1.17 Local Switching shall be offered in accordance with the requirements of the following technical references:

9.8.1.17.1 Telcordia (formerly BellCore) GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;

9.8.1.17.2 Telcordia (formerly BellCore) GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;

9.8.1.17.3 Telcordia (formerly BellCore) TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;

9.8.1.17.4 Telcordia (formerly BellCore) SR-NWT-002247, AIN Release 1 Update.

9.8.2 Interface Requirements

9.8.2.1 BellSouth shall provide the following interfaces to loops:

9.8.2.2 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

9.8.2.3 Coin phone signaling;

9.8.2.4 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;

9.8.2.5 Two-wire analog interface to PBX;

9.8.2.5.1 Four-wire analog interface to PBX;

9.8.2.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);

9.8.2.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;

9.8.2.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

- 9.8.2.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 9.8.2.10 BellSouth shall provide access to the following but not limited to:
- 9.8.2.11 SS7 Signaling Network or Multi-Frequency trunking if requested by Sprint;
- 9.8.2.12 Interface to Sprint operator services systems or Operator Services through appropriate trunk interconnections for the system; and
- 9.8.2.13 Interface to Sprint directory assistance services through the Sprint switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other Sprint required access to interexchange carriers as requested through appropriate trunk interfaces.

10. **Transport**

BellSouth agrees to offer access to transport including Common (Shared) Transport, Dedicated Transport and Tandem Switching pursuant to following terms and conditions and at the rates set forth in this Attachment.

10.1 **Definition of Common (Shared) Transport**

Common (Shared) Transport is defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches in BellSouth's network.

10.2 **Technical Requirements of Common (Shared) Transport**

- 10.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards and at the same facility level that BellSouth transports for itself.
- 10.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards and at the same facility level that BellSouth transports for itself.
- 10.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.

- 10.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):
- 10.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;
 - 10.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
 - 10.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;
 - 10.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
 - 10.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;
 - 10.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;
 - 10.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
 - 10.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;
 - 10.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;
 - 10.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;
 - 10.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;
 - 10.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;
 - 10.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

- 10.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 10.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 10.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 10.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);
- 10.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 10.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;
- 10.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
- 10.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
- 10.2.4.22 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 10.2.4.23 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 10.2.4.24 Telcordia (formerly BellCore) GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;
- 10.2.4.25 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);
- 10.2.4.26 Telcordia (formerly BellCore) TR-NWT-000776, Network Interface Description for ISDN Customer Access;
- 10.2.4.27 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

- 10.2.4.28 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 10.2.4.29 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue I August 1987.
- 10.3 Dedicated Transport
- 10.3.1 Definition
- 10.3.1.1 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.
- 10.3.1.2 BellSouth shall offer Dedicated Transport as a circuit, or facility (e.g., dark fiber) or OC3 – OC96 dedicated to Sprint.
- 10.3.1.3 When Dedicated Transport is provided as a system it shall include:
- 10.3.1.3.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;
- 10.3.1.3.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.
- 10.3.2 Unbundled Local Channel
- 10.3.2.1 The Unbundled Local Channel is the dedicated transmission path between Sprint's Point of Presence and the BellSouth Serving Wire Center.
- 10.3.2.2 BellSouth currently offers Unbundled Local Channels for switched traffic. Rates for these elements are listed in this Attachment. For those states for which there are no rates in this Attachment for switched Local Channels (e.g., DS1 and DS3), the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rates will be subject to true-up, and the Parties will amend the Agreement to reflect the new rates. For services that are not available through the Switched Access Tariff, the Bona Fide Request/New Business Request process would apply.
- 10.3.2.3 BellSouth currently offers Unbundled Local Channels for non-switched traffic at DS1 and DS3 levels at rates as set forth in Exhibit C to this Attachment.
- 10.3.3 Technical Requirements

This Section sets forth technical requirements for all Dedicated Transport.

- 10.3.3.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (e.g., DS0, DS1, DS3) shall be dedicated to Sprint designated traffic.
- 10.3.3.2 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates. While SONET Ring facilities are not available in every application, they are typically available in the major metropolitan areas.
- 10.3.3.3 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.
- 10.3.3.4 Where applicable, for DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
- 10.3.3.5 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 10.3.3.5.1 DS0 Equivalent;
 - 10.3.3.5.2 DS1 (Extended SuperFrame - ESF and D4 channel bank shall be provided);
 - 10.3.3.5.3 DS3 where applicable (M13 multiplexer shall be provided);
 - 10.3.3.5.4 OC3, OC12, OC48, OC96, and OC192 and such capacity as may evolve over time.
 - 10.3.3.5.5 SDH Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 10.3.3.6 When Dedicated Transport is provided as a system, BellSouth shall design the system according to our network infrastructure to allow for the termination points specified by Sprint.
- 10.3.4 National Technical References:
 - 10.3.4.1 ANSI T1.101-1994 American National Standard for Telecommunications – *Synchronization Interface for Digital Networks*

- 10.3.4.2 ANSI T1.105-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Basic Description including Multiplex Structure, Rates, and Formats*
- 10.3.4.3 ANSI T1.105.01-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Automatic Protection Switching*
- 10.3.4.4 ANSI T1.105.02-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Payload Mappings*
- 10.3.4.5 ANSI T1.105.03-1994 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Jitter at Network Interfaces*
- 10.3.4.6 ANSI T1.105.03a-1995 American National Standard for Telecommunications – *Synchronous Optical Network (SONET) – Jitter at Network Interfaces – DS1 Supplement*
- 10.3.4.7 ANSI T1.107-1995 American National Standard for Telecommunications – *Digital Hierarchy – Formats Specifications*
- 10.3.4.8 ANSI T1.403-1995 American National Standard for Telecommunications – *Network-to-Customer Installation – DS1 Metallic Interface*
- 10.3.4.9 ANSI T1.404-1994 American National Standard for Telecommunications – *Network-to-Customer Installation – DS3 Metallic Interface Specification*
- 10.3.4.10 ANSI T1.404a-1996 American National Standard for Telecommunications – *Network-to-Customer Installation – DS3 Metallic Interface Specification (supplement)*
- 10.3.4.11 IEC 825-1 Safety of Laser Products, Part 1: Equipment classification, requirements and user's guide, First Edition, 1999-11
- 10.3.4.12 IEC 825-2 Safety of Laser Products, Part 2: Safety of optical fiber communication systems, First Edition, 1993-09
- 10.3.4.13 ANSI T1.102-1993 American National Standard for Telecommunications – *Digital Hierarchy – Electrical Interfaces*
- 10.3.4.14 ANSI T1.107-1995 American National Standard for Telecommunications – *Digital Hierarchy – Format Specifications*
- 10.3.5 Telcordia (formerly Bellcore) Technical Documents
- 10.3.5.1 GR-20-CORE Generic Requirements for Optical Fiber and Optical Fiber Cables, Issue 1, December, 1994

- 10.3.5.2 GR-253-CORE Synchronous Optical Network (SONET) Transport Systems: Common Criteria Physical Layer, Issue 1, December, 1994
- 10.3.5.3 GR-342-CORE High-Capacity Digital Special Access Service Transmission Parameter Limits and Interface Combination, Issue 1, December, 1995
- 10.3.5.4 GR-436-CORE Digital Network Synchronization Plan, Issue 1, June, 1994
- 10.3.5.4.1 GR-1365-CORE SONET Private Line Service Interface Generic Criteria for End Users, Issue 1, December, 1994
- 10.3.5.4.2 Telcordia (formerly Bellcore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 10.3.5.4.3 Telcordia (formerly Bellcore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 10.3.5.4.4 Telcordia (formerly Bellcore) TR-NWT-000507, Transmission, Section 7, Issue 5 (Telcordia (formerly Bellcore), December 1993). (A module of LSSGR, FR-NWT-000064);
- 10.3.5.4.5 Telcordia (formerly Bellcore) GR-342-CORE, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1, December 1995;
- 10.3.5.4.6 Telcordia (formerly Bellcore) ST-TEC-000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue 1, May 1989;
- 10.3.5.4.7 Telcordia (formerly Bellcore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook, Volume 1: Principles, Third Edition, Issue 1, August 1987;
- 10.3.6 BellSouth Technical References
- 10.3.6.1 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986
- 10.3.6.2 TR 73501 LightGate® Service Interface and Performance Specifications, Issue D, June 1995
- 10.3.6.3 TR 73525 MegaLink® Service, MegaLink Channel Service & MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996
- 11. **Tandem Switching**
- 11.1 **Definition**

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

11.2 Technical Requirements

- 11.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:
- 11.4.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
 - 11.4.2.1.2 Tandem Switching will provide screening as jointly agreed to by Sprint and BellSouth;
 - 11.4.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
 - 11.4.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by Sprint;
 - 11.4.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
 - 11.4.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
 - 11.4.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
 - 11.4.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXC's, ICO's, CAP's and CLEC switches.
 - 11.4.2.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLECs (e.g., between a CLEC end office and the end office of another CLEC).
 - 11.4.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
 - 11.4.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by Sprint. Tandem Switching will provide recording of all billable events as jointly agreed to by Sprint and BellSouth.

- 11.4.2.6 Upon a reasonable request from Sprint, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to Sprint.
- 11.4.2.7 BellSouth shall maintain Sprint's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 11.4.2.8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.
- 11.4.2.9 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by Sprint and BellSouth.
- 11.4.2.10 Tandem Switching shall process originating toll-free traffic received from Sprint local switch.
- 11.4.2.11 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 11.4.3 Interface Requirements
- 11.4.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 11.4.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers, such as Independent Telephone Companies and Wireless Carriers, with which BellSouth interconnects.
- 11.4.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 11.4.3.4 Tandem Switching shall interconnect with Sprint's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At Sprint's request, Tandem Switching shall record and keep records of traffic for billing.
- 11.4.3.5 Tandem Switching shall provide an alternate final routing pattern for Sprint traffic overflowing from direct end office high usage trunk groups.
- 11.4.4 Tandem Switching shall meet or exceed (i.e., be more favorable to Sprint) each of the requirements for Tandem Switching set forth in the following technical references:

- 11.4.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;
- 11.4.4.2 GR-905-CORE covering CCSNIS;
- 11.4.4.3 GR-1429-CORE for call management features; and
GR-2863-CORE and Telcordia (formerly BellCore) GR-2902-CORE covering CCS AIN interconnection

12. Packet Switching [12/9 OPEN – BellSouth review] [BellSouth counter proposal] [3/20 OPEN – Sprint review of entire Packet Switching Section] [4/26 OPEN Sprint] [5/17 OPEN – Sprint] [6/26 OPEN – Sprint to propose language incorporating location specific nature of qualifications] [8/22 OPEN – BellSouth review of Sprint proposed changes highlighted in green]

12.1 Definition

Packet Switching Capability. The packet switching capability network element is defined as the basic pPacket sSwitching is the function of routing or forwarding packets, frames, cells or other individual data units, or (packets), based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexer, including but not limited to:-

- 12.1.1 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);
- 12.1.2 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
- 12.1.3 The ability to extract data units from the data channels on the loops; and,
- 12.1.4 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

12.2 Technical Requirements

- 12.2.1 Packet Switching includes the necessary electronics, features, functions and capabilities sufficient for transmission, routing or other provision of telecommunications services.
- 12.3 BellSouth shall be required to provide nondiscriminatory access to unbundled packet switching capability only where each of the following conditions are

satisfied [REDACTED] on specific basis for the loop or remote terminal in [REDACTED] :

- 12.3.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
- 12.3.2 There are no spare copper loops capable of supporting the xDSL services Sprint seeks to offer;
- 12.3.3 BellSouth has not permitted Sprint to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has Sprint obtained a virtual collocation arrangement at these subloop interconnection points as defined by 47 C.F.R. § 51.319 (b); and,
- 12.3.4 BellSouth has deployed packet switching capability for its own use.
~~BellSouth shall provide Sprint with access to unbundled Packet Switching where BellSouth has placed its DSLAM in a remote terminal~~ [BellSouth proposes to replace previous section 10.2.2 with new section 10.3] [4/26 OK to strike]
- 12.4 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 14 of the General Terms and Conditions of this Agreement, incorporated herein by this reference. [New BellSouth proposed language]
13. -Enhanced Extended Link (EEL)
[3/20 OPEN – Sprint review of entire EEL Section, BellSouth modified language from original (highlighted)] 4/26 OPEN – Sprint to provide competing language] [5/17 OPEN – Sprint to provide competing language – Areas of Disagree are (1) definition of currently combined and (2) only applying to Zone 1 want application to all] [6/26 OPEN – BellSouth to revise “Currently Combined” definition to conform with GA order]
- 13.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or where BellSouth otherwise agrees to do so, BellSouth shall offer access to the Enhanced Extended Link (“EEL”) as defined in Section 13.3 below. [8/22 DISAGREE – obligation to provide – Sprint to provide competing language]

13.2 Definition**DISAGREE SECTION 13.2.1****BELLSOUTH PROPOSAL:**

13.2.1 Georgia. In Georgia, "Currently Combined" means ordinarily combined within the BellSouth network, in the manner which they are typically combined. Thus, Sprint can order combinations of typically combined elements, even if the particular elements being ordered are not actually physically connected at the time the order is placed.

All Other States. In all other states, "Currently Combined" means that network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

SPRINT PROPOSAL:

13.2.1 "Currently Combines" means that the elements are normally and customarily combined for BellSouth's retail operation, but do not have to be combined and functioning for the specific customer in question. (Definition taken from 1.4)

13.2.2 BellSouth will provide access to the Enhanced Extended Link ("EEL") in the combinations set forth in Section 12.3 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC and then connected to the Sprint's POP serving wire center. The circuit must be connected to the Sprint's circuit switch for the purpose of provisioning circuit switched telephone exchange service to the Sprint's end-user customers. This can be done either in the collocation space at the POP SWC, or by using BellSouth's access facilities between the Sprint's POP and Sprint's collocation space at the POP SWC. [8/22 OPEN Sprint]

13.2.3 BellSouth shall provide combinations of loops and transport to Sprint in Georgia in accordance with the Georgia definition of Currently Combined. Combinations of network elements that BellSouth ordinarily combines in its network shall be made available to Sprint in Georgia in accordance with Section 13.3 below. In all other states, BellSouth shall: (1) make available to Sprint those EEL combinations and transport described in Section 13.3 below only to the extent such combinations of loop and transport network elements are Currently Combined; and, (2) BellSouth will make available to Sprint new combinations of loops and transport network elements in density Zone 1, as defined in 47 C.F.R. § 69.123 as of January 1, 1999, in the Miami, Orlando, Fort Lauderdale, Charlotte –

Gastonia – Rock Hill, New Orleans, Greensboro – Winston Salem – High Point and Nashville MSAs. [8/22 OPEN Sprint]

- ~~12~~13.2.4 Additionally, there may be instances wherein Sprint will require multiplexing functionality. BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs when the customer utilizes special access interoffice facilities. Multiplexing will be provided pursuant to the interconnection agreement when unbundled network elements are used for interoffice transport. [8/22 OPEN Sprint]
- ~~12~~13.3 EEL Combinations [8/22 OPEN Sprint]
- 13.3.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
- 13.3.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
- 13.3.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
- 13.3.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 13.3.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 13.3.6 DS1 Interoffice Channel + DS1 Local Loop
- 13.3.7 DS3 Interoffice Channel + DS3 Local Loop
- 13.3.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 13.3.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 13.3.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 13.3.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 13.3.12 4wire VG Interoffice Channel + 4-wire VG Local Loop
- 13.3.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 13.3.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop
- 13.4 EEL combinations for DS1 level and above will be available only when Sprint provides and handles at least one third of the end user's local traffic over the facility provided. In addition, on the DS1 loop portion of the combination, at least fifty (50) percent of the activated channels must have at least five (5) percent local voice traffic individually and, for the entire DS1 facility, at least ten (10) percent of the traffic must be local voice traffic. [8/22 OPEN Sprint]

- 13.5 When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria. **[8/22 OPEN Sprint]**
- ~~13.46~~ Special Access Service Conversions **[OPEN – Sprint review of BellSouth language revised to be consistent with recent FCC order] [8/22 OPEN Sprint]**
- ~~13.46.1~~ Sprint may not convert special access services to combinations of loop and transport network elements, whether or not Sprint self-provides its entrance facilities (or obtains entrance facilities from a third party), unless Sprint uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent Sprint requests to convert any special access services to combinations of loop and transport network elements at UNE prices, Sprint shall provide to BellSouth a letter certifying that Sprint is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option Sprint seeks to qualify for conversion of special access circuits. Sprint shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:
- 13.6.1.1 Sprint certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Sprint's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, Sprint is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. Sprint can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or
- 13.6.1.2 Sprint certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at Sprint's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or
- 13.6.1.3 Sprint certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic,

and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Sprint does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

4213.46.2 In addition, there may be extraordinary circumstances where Sprint is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 13.6.1. In such case, Sprint may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon Sprint's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

4213.46.3 BellSouth may at its sole discretion audit Sprint's records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and Sprint shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. If, based on its audits, BellSouth concludes that Sprint is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from Sprint.

4213.57 Rates [8/22 OPEN Sprint]

4213.57.1 Georgia

4213.57.1.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in Section 13.3, whether Currently Combined or new, are as set forth in Exhibit A of this Amendment.

4213.57.1.2 On an interim basis, for combinations of loop and transport network facilities not set forth in Section 13.3, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.

13.57.1.3 To the extent that Sprint seeks to obtain other combinations of loop and transport network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, Sprint, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in the Agreement.

13.57.2 All Other States

13.57.2.1 Subject to Section 13.2.2 and 13.2.3 preceding, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 13.3 and other Currently Combined loop and transport network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit C of this Attachment.

13.57.2.2 For new EELs, where allowed by this agreement, the rates shall be the sum of the individual network element non-recurring and recurring rates.

14. Port/Loop Combinations

4/26 OPEN – Sprint to provide competing language 5/17 OPEN – Sprint to provide competing language 6/26 OPEN – Sprint to provide competing language 8/22 OPEN Sprint review – disagree on definition of currently combined – Sprint to provide competing language

14.1 At Sprint's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 14.3 below, that are currently combined in BellSouth's network except as specified in Sections 14.1.1 and 14.1.2 below.

14.1.1 BellSouth shall not provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.

14.1.2 In accordance with effective and applicable FCC rules, BellSouth shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 C.F.R. § 69.123 as of January 1, 1999, in the Atlanta, Miami, Orlando, Fort Lauderdale, Charlotte – Gastonia – Rock Hill, New Orleans, Greensboro – Winston Salem – High Point and Nashville MSAs to Sprint if Sprint's customer has 4 or more DS0 equivalent lines.

14.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. BellSouth shall make available the following loop and port combinations at the terms and at the rates set forth below:

- 14.2.1 BellSouth shall provide to Sprint combinations of port and loop network elements on an unbundled basis if such combinations are Currently Combined, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 14.1.1 and 14.1.2 above. The rates for such combinations shall be the cost based rates set forth in Exhibit C of this Attachment.
- 14.2.2 Except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 14.1.1 and 14.1.2, BellSouth shall provide to Sprint combinations of port and loop network elements that are not Currently Combined. The rate for such combinations shall be negotiated by the Parties.
- 14.2.3 In those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 14.1.1 and 14.1.2, BellSouth shall provide to Sprint combinations of port and loop network elements whether or not such combinations are Currently Combined. The rates for Currently Combined combinations are the market based rates as set forth in Exhibit C. The rates for not Currently Combined combinations shall be negotiated by the Parties.
- 14.3 Combination Offerings
- 14.3.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 14.3.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 14.3.3 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 14.3.4 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 14.3.5 2-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

- 14.3.6 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

15. Operator Systems

BellSouth agrees to offer access to operator systems pursuant to the terms and conditions following and at the rates set forth in this Attachment.

15.1 Definition

Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

15.2 Operator Service

15.2.1 Definition

Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

15.2.2 Requirements

15.2.2.1 When Sprint requests BellSouth to provide Operator Services, the following requirements apply:

15.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

15.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

15.2.2.1.3 BellSouth shall complete calls that are billed to Sprint end user's calling card that can be validated by BellSouth.

15.2.2.1.4 BellSouth shall complete person-to-person calls.

15.2.2.1.5 BellSouth shall complete collect calls.

15.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

- 15.2.2.1.7 BellSouth shall complete station-to-station calls.
- 15.2.2.1.8 BellSouth shall process emergency calls.
- 15.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.
- 15.2.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.
- 15.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 15.2.2.2 BellSouth shall adhere to equal access requirements, providing Sprint local end users the same IXC access as provided to BellSouth end users.
- 15.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to Sprint that BellSouth provides for its own operator service.
- 15.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 15.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by Sprint.
- 15.2.2.6 BellSouth shall provide a feed of customer call records in "EMI" format to Sprint in accordance with CLECODUF standards specified in Attachment 7.
- 15.2.3 Interface Requirements

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of Sprint, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.
- 15.3 Directory Assistance Service
- 15.3.1 Definition

Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.
- 15.3.2 Requirements
- 15.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Sprint's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides

its end users. If not available, Sprint may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

15.3.2.2 Directory Assistance Service Updates

15.3.2.2.1 BellSouth shall update end user listings changes daily. These changes include:

15.3.2.2.1.1 New end user connections: BellSouth will provide service to Sprint that is equal to the service it provides to itself and its end users;

15.3.2.2.1.2 End user disconnections: BellSouth will provide service to Sprint that is equal to the service it provides to itself and its end users; and

15.3.2.2.1.3 End user address changes: BellSouth will provide service to Sprint that is equal to the service it provides to itself and its end users;

15.3.2.3 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

15.4 Branding for Operator Call Processing and Directory Assistance

15.4.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to Sprint end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows Sprint to have its calls custom branded with Sprint's name. Rates for Custom Branding, Operator Call Process and Directory Assistance are as negotiated by the parties.

15.4.2 BellSouth offers four service levels of branding to Sprint when ordering Directory Assistance and/or Operator Call Processing.

15.4.2.1 Service Level 1 - BellSouth Branding

15.4.2.2 Service Level 2 - Unbranded

15.4.2.3 Service Level 3 - Custom Branding

15.4.2.4 Service Level 4 - Self Branding (applicable only to Sprint for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).

15.4.3 For Resellers and Use with an Unbundled Port

15.4.3.1 BellSouth Branding is the Default Service Level.

- 15.4.3.2 Unbranding, Custom Branding, and Self Branding require Sprint to order selective routing for each originating BellSouth end office identified by Sprint. Rates for Selective Routing are set forth in this Attachment.
- 15.4.3.3 Customer Branding and Self Branding require Sprint to order dedicated trunking from each BellSouth end office identified by Sprint, to either the BellSouth Traffic Operator Position System (TOPS) or Sprint Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs. [6/26 OPEN – Sprint question, why not as set forth in Attachment?] [8/22 OPEN – BellSouth to determine (1) what tariff would be applicable and (2) whether agreeable to use UNE rates rather than tariff rates]
- 15.4.3.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Sprint to the BellSouth TOPS. These calls are routed to “No Announcement.”
- 15.4.4 For Facilities Based Carriers
- 15.4.4.1 All Service Levels require Sprint to order dedicated trunking from Sprint’s service node~~their end office(s)~~ point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs or negotiated through this Agreement.~~[SPRINT WOULD LIKE FURTHER DISCUSSION]~~ [1/26 OPEN – BellSouth, Jim Maziarz review] [4/26 OPEN – Sprint to get SME to discuss software solution] [5/17 OPEN] [6/26 OPEN – Discussion of software solution] [8/22 OPEN BellSouth – same issue as 15.4.3.3]
- 15.4.4.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which Sprint requires service. [6/26 OPEN – Sprint requests ability to record name] [8/22 OPEN BellSouth to provide language supporting use of Sprint sparkle tone]

Directory Assistance customized branding uses:

- the recording of the name;
- the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

Operator Call Processing customized branding uses:

- the recording of the name;
- the front-end loading of the DRAM in the TOPS Switch;
- the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);

- the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

15.4.4.3 BellSouth will provide to Sprint purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. Sprint end users may use the same dialing arrangements as BellSouth end users, but obtain a Sprint branded service.

15.5 Directory Assistance Database Service (DADS)

15.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to Sprint end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)). Sprint agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, Sprint agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, Sprint authorizes the inclusion of Sprint Subscriber listings in the BellSouth Directory Assistance products.

5.5.2 BellSouth shall provide Sprint initially with a base file of subscriber listings which reflect all listing change activity occurring since Sprint's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by Sprint and BellSouth. Sprint agrees to assume the costs associated with CONNECT:Direct™ connectivity or other transmission methodology as mutually agreed by the Parties, which will vary depending upon volume and mileage.

15.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. Preparation of the Base File includes activities such as establishing the customer ID, billing information and customer profile. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to Sprint on a Business, Residence, or combined Business and Residence basis. Sprint agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after Sprint receives the Base File.

15.5.4 BellSouth is authorized to include Sprint Subscriber List Information in its Directory Assistance Database Service (DADS) and its Directory Publishers Database Service (DPDS). Any other use by BellSouth of Sprint Subscriber List

Information is not authorized and with the exception of a request for DADS or DPDS, BellSouth shall refer any request for such information to Sprint.

- 15.5.5 Rates for DADS are as set forth in this Attachment.
- 15.6 Direct Access to Directory Assistance Service
 - 15.6.1 Sprint's election to subscribe to Direct Access to Directory Assistance Service (DADAS) will provide Sprint's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow Sprint to utilize its own switch, operator workstations and optional audio subsystems.
 - 15.6.2 BellSouth will provide DADAS from its DA location. Sprint will access the DADAS system via a telephone company provided point of availability. Sprint has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.
 - 15.6.3 A specified interface to each Sprint subsystem will be provided by BellSouth. Interconnection between Sprint system and a specified BellSouth location will be pursuant to the use of Sprint owned or Sprint leased facilities and shall be appropriately sized based upon the volume of queries being generated by Sprint.
 - 15.6.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:
 - 15.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification
 - 15.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification
 - 15.6.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification
 - 15.6.5 Rates for DADAS are as set forth in this Attachment.

16. Signaling

BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide at Sprint's request mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

16.1 Definition of Signaling Link Transport

Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

16.2 Technical Requirements

16.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

16.2.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:

16.2.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and

16.2.2.2 As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).

16.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:

16.2.3.1 An A-link layer shall consist of two links.

16.2.3.2 A B-link layer shall consist of four links.

16.2.4 A signaling link layer shall satisfy a performance objective such that:

16.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and

16.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.

16.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

- 16.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
- 16.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 16.3 Interface Requirements
- 16.3.1 There shall be a DS1 (1.544 Mbps) interface at the Sprint-designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 17. Signaling Transfer Points (STPs)
- 17.1 Definition - Signaling Transfer Points (STPs) are packet switches that provide CCS message routing and transport. They are stored programmed switches that use information contained in the message, in conjunction with information stored in memory, to route the message to the appropriate destination signalling point.
- 17.2 Technical Requirements
- 17.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
 - 17.2.1.1 BellSouth Local Switching or Tandem Switching;
 - 17.2.1.2 BellSouth Service Control Points/DataBases;
 - 17.2.1.3 Third-party local or tandem switching;
 - 17.2.1.4 Third-party-provided STPs.
- 17.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (i.e., transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
- 17.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an Sprint local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to

provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Sprint local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

- 17.2.4 STPs shall provide all functions of the MTP as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. This includes:
 - 17.2.4.1 Signaling Data Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements,
 - 17.2.4.2 Signaling Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements, and
 - 17.2.4.3 Signaling Network Management functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements.
- 17.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a Sprint or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Sprint database, then Sprint agrees to provide BellSouth with the Destination Point Code for the Sprint database.
- 17.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:
 - 17.2.6.1 MTP Routing Verification Test (MRVT) and
 - 17.2.6.2 SCCP Routing Verification Test (SRVT).
- 17.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Sprint or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be

superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by Sprint and BellSouth.

17.2.8 STPs shall be on parity with BellSouth.

17.2.9 SS7 Advanced Intelligent Network (AIN) Access

17.2.9.1 When technically feasible and upon request by Sprint, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the Sprint SS7 network to exchange TCAP queries and responses with an Sprint SCP.

17.2.9.2 SS7 AIN Access shall provide Sprint SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and Sprint SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Sprint SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

17.3 Interface Requirements

17.3.1 BellSouth shall provide the following STPs options to connect Sprint or Sprint-designated local switching systems or STPs to BellSouth SS7 network:

17.3.1.1 An A-link interface from Sprint local switching systems; and,

17.3.1.2 A B-link interface from Sprint local STPs.

17.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.

17.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting Sprint local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Sprint will work jointly to establish mutually acceptable SPOIs.

17.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the

failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and Sprint will work jointly to establish mutually acceptable SPOIs.

- 17.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:
 - 17.3.5.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
 - 17.3.5.2 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 17.3.6 Message Screening
 - 17.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from Sprint local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Sprint switching system has a legitimate signaling relation.
 - 17.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from Sprint local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Sprint switching system has a legitimate signaling relation.
 - 17.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Sprint from any signaling point or network interconnected through BellSouth's SS7 network where the Sprint SCP has a legitimate signaling relation.
- 17.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:
 - 17.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
 - 17.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
 - 17.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
 - 17.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

- 17.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
 - 17.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
 - 17.4.7 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and
 - 17.4.8 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
18. **Service Control Points/DataBases**
- 18.1 **Definition**
- 18.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
- 18.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.
- 18.2 **Technical Requirements for SCPs/Databases**
- Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to Sprint in accordance with the following requirements.
- 18.2.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

- 18.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
- 18.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.
- 18.2.4 Database Availability
Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.
- 18.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for Sprint customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.
- 18.3 Local Number Portability Database
- 18.3.1 Definition
The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.
- 18.4 Line Information Database (LIDB)
BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.
- 18.4.1 Definition
The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth CCS network and other CCS networks. LIDB also interfaces to administrative systems.

18.4.2 Technical Requirements

BellSouth will offer to Sprint any additional capabilities that are developed for LIDB during the life of this Agreement.

- 18.4.2.1 BellSouth shall process Sprint's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Sprint what additional functions (if any) are performed by LIDB in the BellSouth network.
- 18.4.2.2 Within five calendar days after a request by Sprint, BellSouth shall provide Sprint with a list of the customer data items which Sprint would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.
- 18.4.2.3 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.
- 18.4.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.
- 18.4.2.5 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 18.4.2.6 All additions, updates and deletions of Sprint data to the LIDB shall be solely at the direction of Sprint. Such direction from Sprint will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 18.4.2.7 BellSouth shall provide priority updates to LIDB for Sprint data upon Sprint's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 18.4.2.8 BellSouth shall provide LIDB systems such that no more than 0.01% of Sprint customer records will be missing from LIDB, as measured by Sprint audits. BellSouth will audit Sprint records in LIDB against DBAS to identify record mismatches and provide this data to a designated Sprint contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to Sprint within one business day of audit. Once reconciled records are received back from Sprint, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact Sprint to negotiate a time frame for the updates, not to exceed three business days.

- 18.4.2.9 BellSouth shall perform backup and recovery of all of Sprint's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 18.4.2.10 BellSouth shall provide Sprint with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Sprint and BellSouth.
- 18.4.2.11 BellSouth shall prevent any access to or use of Sprint data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by Sprint in writing.
- 18.4.2.12 BellSouth shall provide Sprint performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Sprint at least at parity with BellSouth Customer Data. BellSouth shall obtain from Sprint the screening information associated with LIDB Data Screening of Sprint data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to Sprint under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions .
- 18.4.2.13 BellSouth shall accept queries to LIDB associated with Sprint customer records, and shall return responses in accordance with industry standards.
- 18.4.2.14 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 18.4.2.15 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 18.4.3 Interface Requirements
- BellSouth shall offer LIDB in accordance with the requirements of this subsection.
- 18.4.3.1 The interface to LIDB shall be in accordance with the technical references contained within.
- 18.4.3.2 The CCS interface to LIDB shall be the standard interface described herein.
- 18.4.3.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained

in the signaling network in order to support signaling network routing to the LIDB.

18.5 Toll Free Number Database

The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:

18.5.1 Technical Requirements

18.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for Sprint to query with a toll-free number and originating information.

18.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

18.5.1.3 The SCP shall also provide, at Sprint's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:

18.5.1.3.1 Network Management;

18.5.1.3.2 Customer Sample Collection; and

18.5.1.3.3 Service Maintenance

18.6 Automatic Location Identification/Data Management System (ALI/DMS)

The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

18.6.1 Technical Requirements

18.6.1.1 BellSouth shall offer Sprint a data link to the ALI/DMS database or permit Sprint to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Sprint immediately after Sprint inputs information into the ALI/DMS database. Alternately, Sprint may utilize BellSouth, to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.

- 18.6.1.2 The ALI/DMS database shall contain the following end user information:
- 18.6.1.2.1 Name;
- 18.6.1.2.2 Address;
- 18.6.1.2.3 Telephone number; and
- 18.6.1.2.4 Other information as appropriate (e.g., whether a end user is blind or deaf or has another disability).
- 18.6.1.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless Sprint requests otherwise and shall be updated if Sprint requests, provided Sprint supplies BellSouth with the updates.
- 18.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.
- 18.6.1.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.
- 18.6.2 Interface Requirements
- The interface between the E911 Switch or Tandem and the ALI/DMS database for Sprint end users shall meet industry standards.
- 18.7 Directory Assistance Database
- BellSouth shall make its directory assistance database available to Sprint in order to allow Sprint to provide its end users with the same directory assistance telecommunications services BellSouth provides to BellSouth end users. BellSouth shall provide Sprint with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by Sprint and BellSouth of end user address and number changes. Directory Assistance Services must provide both the ported and Sprint telephone numbers to the extent available in BellSouth's database assigned to a end user. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.
- 18.8 Calling Name (CNAM) Database Service.

The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. Sprint must provide to its account manager a written request with a requested activation date to activate this service. If Sprint is interested in requesting CNAM with volume and term pricing, Sprint must contact its account manager to request a separate CNAM volume and term Agreement.

- 18.9 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:
- 18.9.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 3 (Telcordia (formerly BellCore), December 1998);
- 18.9.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP), Issue 1. (Telcordia (formerly BellCore), March 1994);
- 18.9.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 2, (Telcordia (formerly BellCore), March 1997);
- 18.9.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 2 (Telcordia (formerly BellCore), March 1997) (Replaces TR-NWT-001149);
- 18.9.5 Telcordia (formerly BellCore) GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue 3, Rev. 2 (Telcordia (formerly BellCore), March 1997);
- 18.9.6 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service, Issue 2 (Telcordia (formerly BellCore), May 1995); and
- 18.9.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 3, (Telcordia (formerly BellCore), December 1997).
- 18.10 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access.
- 18.10.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Sprint the capability that will allow Sprint and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

- 18.10.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to Sprint. Scheduling procedures shall provide Sprint equivalent priority to these resources
- 18.10.3 BellSouth SCP shall partition and protect Sprint service logic and data from unauthorized access, execution or other types of compromise.
- 18.10.4 When Sprint selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Sprint to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
- 18.10.5 When Sprint selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. Sprint access will be provided via remote data connection (e.g., dial-in, ISDN).
- 18.10.6 When Sprint selects SCE/SMS AIN Access, BellSouth shall allow Sprint to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).

19. **DARK FIBER**

BellSouth agrees to provide access to Dark Fiber at the rates set forth in this Attachment. The Parties agree that Dark Fiber will be used in the provisioning of local exchange and exchange access service.

- 19.1.1 Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

19.2 **Requirements**

- 19.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available unless BellSouth can demonstrate to a state commission that it adversely affects BellSouth's ability to provide service as a "carrier of last resort". BellSouth shall offer all Dark Fiber to Sprint pursuant to the prices set forth in this Attachment.

- 19.2.2 Sprint may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 19.2.3 BellSouth shall use its best efforts to provide to Sprint information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Sprint ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").
- 19.2.4 BellSouth shall use its best efforts to make Dark Fiber available to Sprint within 10 business days after it receives written confirmation from Sprint that the Dark Fiber previously deemed available by BellSouth is wanted for use by Sprint. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Sprint to connect or splice Sprint provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

20. SS7 Network Interconnection

20.1.1 Definition

SS7 Network Interconnection is the interconnection of Sprint local Signaling Transfer Point Switches (STP) and Sprint local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), Sprint local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

20.1.2 Technical Requirements

- 20.1.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:
- 20.1.2.1.1 BellSouth local or tandem switching systems;
- 20.1.2.1.2 BellSouth DBs; and
- 20.1.2.1.3 Other third-party local or tandem switching systems.
- 20.1.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and Sprint or other third-party switching systems with A-link access to the BellSouth SS7 network.
- If traffic is routed based on dialed or translated digits between an Sprint local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a

requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Sprint local STPs and BellSouth or other third-party local switch.

- 20.1.2.3 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).
- 20.1.2.4 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:
 - 20.1.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 20.1.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 20.1.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 20.1.2.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an Sprint local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Sprint local STPs, and shall not include SCCP Subsystem Management of the destination.
- 20.1.2.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 20.1.2.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 20.1.2.8 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.
- 20.1.2.9 SS7 Network Interconnection shall be equal to or better than the following performance requirements:

- 20.1.2.9.1 MTP Performance, as specified in ANSI T1.111.6;
- 20.1.2.9.2 SCCP Performance, as specified in ANSI T1.112.5; and
- 20.1.2.9.3 ISDNUP Performance, as specified in ANSI T1.113.5.
- 20.1.3 Interface Requirements
- 20.1.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect Sprint or Sprint-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
 - 20.1.3.1.1 A-link interface from Sprint local or tandem switching systems; and
 - 20.1.3.1.2 B-link interface from Sprint STPs.
- 20.1.3.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting Sprint local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Sprint will work jointly to establish mutually acceptable SPOI.
- 20.1.3.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and Sprint will work jointly to establish mutually acceptable SPOI.
- 20.1.3.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:
 - 20.1.3.4.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP), Issue 2, Rev. 2, December 1998;
 - 20.1.3.4.2 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service, Issue 2, May 1998;
 - 20.1.3.4.3 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services, Issue 1, August 1994; and
 - 20.1.3.4.4 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP), Issue 1, March 1994.

- 20.1.3.5 BellSouth shall set message screening parameters to accept messages from Sprint local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Sprint switching system has a legitimate signaling relation.
- 20.1.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:
 - 20.1.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;
 - 20.1.4.2 ANSI T1.111-1996 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
 - 20.1.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
 - 20.1.4.4 ANSI T1.112-1996 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
 - 20.1.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;
 - 20.1.4.6 ANSI T1.114-1996 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);
 - 20.1.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
 - 20.1.4.8 ANSI T1.116-1996 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP), also ANSI T1.116A-1998;
 - 20.1.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
 - 20.1.4.10 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP), Issue 2, Rev, 2, December 1998;
 - 20.1.4.11 Telcordia (formerly BellCore) GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service, Issue 2, March 1997;
 - 20.1.4.12 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service, Issue 2, May 1995;

- 20.1.4.13 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services, Issue 1, August 1994; and,
- 20.1.4.14 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP), Issue 1, 1994.

21. Basic 911 and E911

If Sprint orders network elements and other services, then Sprint is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

21.1 Definition

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

21.2 Requirements

21.2.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to Sprint a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Sprint will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. Sprint will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Sprint will be required to discontinue the Basic 911 procedures and being using E911 procedures.

21.2.2 E911 Service Provisioning. For E911 service, Sprint will be required to install a minimum of two dedicated trunks originating from the Sprint serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. Sprint will be required to provide BellSouth daily updates to the E911 database. Sprint will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, Sprint will be required to route the call to a

designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. Sprint shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

21.2.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on Sprint beyond applicable charges for BellSouth trunking arrangements.

21.2.4 Basic 911 and E911 functions provided to Sprint shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and Sprint to follow in providing 911/E911 services.

22. Rates

22.1. General

The prices that Sprint shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

22.2. Operational Support Systems (OSS)

BellSouth has developed and made available the following mechanized systems by which Sprint may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in Attachment 6 of this Agreement.

22.3 True-up

This section applies only to Tennessee and other rates that are interim or expressly subject to true-up under this Attachment.

The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

1. The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by an effective final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 14 of the General Terms and Conditions and Attachment 1 of the Agreement. [8/22 OK as modified]

2. The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within ninety (90) ~~days~~ months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 14 of the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act. [8/22 OPEN BellSouth review]

3. An ~~effective final~~ order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria: [8/22 OK as modified]
 - (a) BellSouth and Sprint ~~are~~ CLEC is entitled to be a full Party to the proceeding; [8/22 OK as modified]
 - (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
 - (c) It shall include as an issue the geographic deaveraging of network element and other services prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up. [8/22 OPEN BellSouth – why is this a requirement?]

EXHIBIT A

**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the Local Exchange Company of fraud alerts so that the Local Exchange Company may take action it deems appropriate. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept

various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.
- (c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.
- (d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____, 199__, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the Parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire Agreement between the Local Exchange Company and BST which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

**FACILITIES BASED ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This is a Facilities Based Addendum to the Line Information Data Base Storage Agreement dated _____, 199 __, between BellSouth Telecommunications, Inc. ("BST"), and _____ ("Local Exchange Company"), effective the ____ day of _____, 199 __.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number - a number that the Local Exchange Company creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten digit number that identifies a telephone line administered by the Local Exchange Company.
- C. Special billing number - a ten digit number that identifies a billing account established by the Local Exchange Company.
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four digit security code assigned by the Local Exchange Company which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both Parties.

B. BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.

2. Determine whether the Local Exchange Company or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

EXHIBIT B**CALLING NAME DELIVERY (CNAM) DATABASE SERVICES****1.00 DEFINITIONS**

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides Sprint the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2.0 ATTACHMENT

- 2.01 This Attachment contains the terms and conditions where BellSouth will provide to the Sprint access to the BellSouth CNAM SCP for query or record storage purposes.
- 2.02 Sprint shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to Sprint's access to BellSouth's CNAM Database Services and shall be addressed to Sprint's Account Manager.

3.00 PHYSICAL CONNECTION AND COMPENSATION

- 3.01 BellSouth's provision of CNAM Database Services to Sprint requires interconnection from Sprint Sprintto BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement . The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.
- 3.02 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, Sprint shall provide its own CNAM SSP. Sprint's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 3.03 If Sprint elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that Sprint desires to query.
- 3.04 Out-Of-Region Customers
If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

4.00 CNAM RECORD INITIAL LOAD AND UPDATES

- 4.01 The mechanism to be used by Sprint for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided

- by Sprint in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of Sprint to provide accurate information to BellSouth on a current basis.
- 4.02 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 4.03 Sprint CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

EXHBIT D

Georgia Rating/Ranking of Central Offices for Linesharing

March 9, 2000

Covad, Rvthms, Northpoint, New Edge

CLLI

Combined Ranking

<u>MRTTGAMA</u>	<u>1</u>
<u>RSWLGAMA</u>	<u>2</u>
<u>ATLNGABU</u>	<u>3</u>
<u>ATLNGAPP</u>	<u>4</u>
<u>DLTHGAHS</u>	<u>5</u>
<u>ATLNGASS</u>	<u>6</u>
<u>CHMBGAMA</u>	<u>7</u>
<u>AGSTGAAU</u>	<u>8</u>
<u>LRVLGAOS</u>	<u>9</u>
<u>MRTTGAEA</u>	<u>10</u>
<u>SMYRGAMA</u>	<u>11</u>
<u>LLBNGAMA</u>	<u>12</u>
<u>WDSTGACR</u>	<u>13</u>
<u>ATHNGAMA</u>	<u>14</u>
<u>AGSTGAFL</u>	<u>15</u>
<u>AGSTGATH</u>	<u>16</u>
<u>JNBOGAMA</u>	<u>17</u>
<u>NRCRGAMA</u>	<u>18</u>
<u>ATLNGATH</u>	<u>19</u>
<u>ALPRGAMA</u>	<u>20</u>
<u>DNWDGAMA</u>	<u>21</u>
<u>CMNGGAMA</u>	<u>22</u>
<u>AGSTGAMT</u>	<u>23</u>
<u>ALBYGAMA</u>	<u>24</u>
<u>GSVLGAMA</u>	<u>25</u>
<u>SNLVGAMA</u>	<u>26</u>
<u>ATLNGAIC</u>	<u>27</u>
<u>ATLNGAEP</u>	<u>28</u>
<u>TUKRGAMA</u>	<u>29</u>
<u>ROMEGATL</u>	<u>30</u>
<u>VLD SGAMA</u>	<u>31</u>
<u>MACNGAMT</u>	<u>32</u>
<u>ASTLGAMA</u>	<u>33</u>
<u>SMYRGAPF</u>	<u>34</u>
<u>DGVLGAMA</u>	<u>35</u>
<u>ATLNGAEL</u>	<u>36</u>
<u>SNMTGALR</u>	<u>37</u>
<u>CNYRGAMA</u>	<u>38</u>

<u>MACNGAVN</u>	<u>39</u>
<u>WRRBGAMA</u>	<u>40</u>
<u>NWNNGAMA</u>	<u>41</u>
<u>ATLNGAWD</u>	<u>42</u>
<u>GRFNGAMA</u>	<u>43</u>
<u>PANLGAMA</u>	<u>44</u>
<u>BUFRGABH</u>	<u>45</u>
<u>ATLNGACD</u>	<u>46</u>
<u>MACNGAGP</u>	<u>47</u>
<u>SVNHGABS</u>	<u>48</u>
<u>ATLNGACS</u>	<u>49</u>
<u>PTCYGAMA</u>	<u>50</u>
<u>RVDLGAMA</u>	<u>51</u>
<u>STBRGANH</u>	<u>52</u>
<u>MCDNGAGS</u>	<u>53</u>
<u>ATLNGAWE</u>	<u>54</u>
<u>SVNHGADE</u>	<u>55</u>
<u>SVNHGAWB</u>	<u>56</u>
<u>ATLNGAGR</u>	<u>57</u>
<u>ATLNGAAD</u>	<u>58</u>
<u>CRVLGAMA</u>	<u>59</u>
<u>ACWOGAMA</u>	<u>60</u>
<u>ATLNGABH</u>	<u>61</u>
<u>FYVLGASG</u>	<u>62</u>
<u>SVNHGAGC</u>	<u>63</u>
<u>SVNHGAWI</u>	<u>64</u>
<u>ATLNGAFP</u>	<u>65</u>
<u>ATLNGAHR</u>	<u>66</u>
<u>PWSPGAAS</u>	<u>67</u>
<u>CRTNGAMA</u>	<u>68</u>
<u>ATLNGALA</u>	<u>69</u>
<u>MRRWGAMA</u>	<u>70</u>
<u>CLMBGAMT</u>	<u>71</u>
<u>CLMBGAMW</u>	<u>72</u>
<u>LTHNGAJS</u>	<u>73</u>
<u>CVTNGAMT</u>	<u>74</u>
<u>DLISGAES</u>	<u>75</u>
<u>FRBNGAEB</u>	<u>76</u>
<u>CLMBGABV</u>	<u>77</u>
<u>BRWKGAMA</u>	<u>78</u>
<u>ATLNGAQS</u>	<u>79</u>
<u>CNTNGAXB</u>	<u>80</u>
<u>LGVLGACS</u>	<u>81</u>
<u>SSISGAES</u>	<u>81</u>

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

RATES OPEN TO SPRINT										
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NID's										
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC2	NA	\$6.15	NA	NA	NA	NA	NA	NA	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	UNDC4	NA	\$6.15	NA	NA	NA	NA	NA	NA	NA
NID, 1-2 lines										
NRC - 1st	UND12	TBN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBN
NRC - Add'l	UND12	TBN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBN
NRC - Disconnect Charge - 1st	UND12	TBN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBN
NRC - Disconnect Charge - Add'l	UND12	TBN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBN
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBN
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBN
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBN
NID, 1-6 lines										
NRC - 1st	UND16	NA	NA	NA	TBD	NA	NA	NA	NA	NA
NRC - Add'l	UND16	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - 1st	UND16	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - Add'l	UND16	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
Nonrecurring Charge - customer transfer, feature additions, changes (1)										
LOOP, EXCLUDING NID		\$5.00	NA	NA	NA	NA	\$5.00	NA	NA	NA
2-Wire Analog VG Loop (Standard), per month	TBD									
NRC - 1st		NA	NA	NA	\$18.20	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	\$86.08	NA	NA	NA	NA	NA
2-Wire Analog VG Loop (Customized), per month	TBD									
NRC - 1st		NA	NA	NA	\$58.57	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	\$21.41	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	\$236.75	NA	NA	NA	NA	NA
4-Wire Analog VG Loop (Standard), per month	TBD									
NRC - 1st		NA	NA	NA	\$177.10	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	\$26.38	NA	NA	NA	NA	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	TBD									
NRC - 1st		NA	NA	NA	\$457.14	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	\$348.83	NA	NA	NA	NA	NA
2-Wire ADSL Loop (Standard), per month	TBD									
NRC - 1st		NA	NA	NA	\$29.65	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	\$541.28	NA	NA	NA	NA	NA
2-Wire ADSL Loop (Standard), per month	TBD									
NRC - 1st		NA	NA	NA	\$431.61	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	\$10.63	NA	NA	NA	NA	NA
2-Wire HDSL Loop (Standard), per month	TBD									
NRC - 1st		NA	NA	NA	\$713.50	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	\$609.44	NA	NA	NA	NA	NA
2-Wire HDSL Loop (Standard), per month	TBD									
NRC - 1st		NA	NA	NA	\$7.40	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	\$713.50	NA	NA	NA	NA	NA
4-Wire HDSL Loop (Standard), per month	TBD									
NRC - 1st		NA	NA	NA	\$609.44	NA	NA	NA	NA	NA
NRC - Add'l		NA	NA	NA	\$9.70	NA	NA	NA	NA	NA
LOOP, INCLUDING NID										
2-Wire Analog VG Loop-SL1, per month	UEAL2									
RC - Statewide, per month		NA	NA	NA	NA	NA	NA	\$15.88	NA	NA
RC - Zone 1, per month (Note 2)	TBD	\$15.24	\$13.75	\$14.21	\$14.79	\$14.96	\$15.58	TBD	\$18.48	\$15.92
RC - Zone 2, per month (Note 2)	TBD	\$24.75	\$20.13	\$16.41	\$27.68	\$25.69	\$20.65	TBD	\$27.87	\$20.79
RC - Zone 3, per month (Note 2)	TBD	\$44.85	\$44.40	\$26.08	\$47.78	\$52.47	\$29.51	TBD	\$36.91	\$27.18
RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$38.94	NA	NA	NA
NRC - 1st	UEAL2	\$59.03	\$80.00	\$42.54	NA	\$40.69	\$59.25	\$57.99	\$70.44	\$78.93
NRC - Add'l	UEAL2	\$43.14	\$55.00	\$31.33	NA	\$29.96	\$43.67	\$42.37	\$44.05	\$50.98
NRC - Disconnect Charge - 1st	UEAL2	\$15.21	NA	NA	NA	\$16.48	\$16.35	NA	NA	NA

Version 2000:7/17/00

BELLSOUTHSPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

	NRC - Disconnect Charge - Add'l	U1L2X	NA	NA	NA	NA	\$39.44	\$57.27	NA	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	NA	\$18.94	\$18.14	\$25.52	\$26.94	\$44.42	NA	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	NA	\$8.42	\$8.06	\$11.34	\$12.78	\$13.55	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	NA	\$34.22	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	NA
	2-Wire Universal Digital Carrier (UDC), statewide, per month	UDC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
	Zone 1, per month	UDC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
	Zone 2, per month	UDC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
	Zone 3, per month	UDC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
	Zone 4, per month	UDC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
	NRC - 1st	UDC	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Add'l	UDC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
	NRC - Disconnect Charge - 1st	UDC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
	NRC - Disconnect Charge - Add'l	UDC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
	NRC - Incremental Charge - Manual Service Order - 1st	UDC	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
	2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, includes manual service inquiry and facility reservation, statewide, per month											
	RC - Statewide, per month	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	RC - Zone 1, per month (Note 2)	TBD	\$12.09	\$12.78	NA	\$11.23	\$11.90	\$10.87	\$14.60	NA	\$18.46	NA
	RC - Zone 2, per month (Note 2)	TBD	\$19.64	\$18.72	NA	\$12.97	\$20.43	\$14.40	TBD	\$17.10	\$15.93	NA
	RC - Zone 3, per month (Note 2)	TBD	\$35.59	\$41.29	NA	\$20.62	\$28.40	\$20.58	TBD	\$25.79	\$20.05	NA
	RC - Zone 4, per month (Note 2)	TBD	NA	NA	NA	NA	NA	\$27.16	NA	\$34.15	\$28.74	NA
	NRC - 1st	U1L2X	\$514.21	\$113.85	NA	\$359.73	\$343.13	\$504.82	\$504.90	\$600.61	\$640.79	NA
	NRC - Add'l	U1L2X	\$464.58	\$99.61	NA	\$325.15	\$310.03	\$458.24	\$456.17	\$507.33	\$541.94	NA
	NRC - Disconnect Charge - 1st	U1L2X	\$106.65	NA	NA	NA	\$72.54	\$105.86	NA	NA	NA	NA
	NRC - Disconnect Charge - Add'l	SOMAN	\$58.98	NA	NA	NA	\$39.42	\$57.25	\$26.94	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	NA	\$18.94	\$18.14	\$25.52	\$12.76	\$44.42	NA	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	NA	\$8.42	\$8.06	\$11.34	NA	\$13.55	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	NA	\$34.22	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00	NA
	2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, without manual service inquiry and facility reservation, statewide, per month											
	Zone 1, per month	U1L2W	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
	Zone 2, per month	U1L2W	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
	Zone 3, per month	U1L2W	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
	Zone 4, per month	U1L2W	NA	NA	NA	NA	NA	TBN	NA	NA	NA	NA
	NRC - 1st	U1L2W	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
	NRC - Add'l	U1L2W	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
	NRC - Disconnect Charge - 1st	U1L2W	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
	NRC - Disconnect Charge - Add'l	U1L2W	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
	NRC - Incremental Charge - Manual Service Order - 1st	U1L2W	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
	2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, includes manual service inquiry and facility reservation, statewide, per month											
	RC - Statewide, per month	U1L2X	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	RC - Zone 1, per month (Note 2)	U1L2X	\$9.41	\$9.80	NA	\$7.88	\$8.97	\$8.50	\$11.98	\$12.21	\$13.46	NA

BELLSOUTHSPRINT RATES

		NETWORK ELEMENTS AND OTHER SERVICES											
		UHL2X	\$15.29	\$14.35	\$9.09	\$11.78	\$15.41	\$11.26	TBD	\$18.41	\$14.62		
	RC - Zone 2, per month (Note 2)	UHL2X	\$27.70	\$31.65	\$14.46	\$20.33	\$31.48	\$16.10	TBD	\$24.39	\$20.96		
	RC - Zone 3, per month (Note 2)	UHL2X	NA	NA	NA	NA	NA	\$21.25	NA	NA	NA		
	RC - Zone 4, per month (Note 2)	UHL2X	NA	NA	NA	NA	NA	NA	NA	NA	NA		
	NRC - 1st	UHL2X	\$514.21	\$113.85	\$359.73	NA	\$343.13	\$504.82	\$504.90	\$600.61	\$640.79		
	NRC - Disconnect Charge - 1st	UHL2X	\$464.58	\$99.61	\$325.15	NA	\$310.03	\$456.24	\$456.17	\$507.33	\$541.94		
	NRC - Add'l	UHL2X	\$106.65	NA	NA	NA	\$72.54	\$105.86	NA	NA	NA		
	NRC - Disconnect Charge - Add'l	UHL2X	\$56.98	NA	NA	NA	\$39.42	\$57.25	NA	NA	NA		
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA		
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA		
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA		
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00		
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, without manual service inquiry and facility reservation, statewide, per month													
	Zone 1, per month	UHL2W	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN		
	Zone 2, per month	UHL2W	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN		
	Zone 3, per month	UHL2W	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN		
	Zone 4, per month	UHL2W	NA	NA	NA	NA	NA	NA	NA	NA	NA		
	NRC - 1st	UHL2W	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN		
	NRC - Add'l	UHL2W	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN		
	NRC - Disconnect Charge - 1st	UHL2W	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN		
	NRC - Disconnect Charge - Add'l	UHL2W	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN		
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN		
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN		
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN		
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN		
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, includes manual service inquiry and facility reservation, per month, statewide													
	RC - Statewide, per month	UHL4X	NA	NA	NA	NA	NA	NA	\$13.97	NA	\$17.91		
	RC - Zone 1, per month (Note 2)	UHL4X	\$11.52	\$14.75	\$10.39	\$7.68	\$12.97	\$10.36	TBD	\$16.21	\$15.46		
	RC - Zone 2, per month (Note 2)	UHL4X	\$18.71	\$21.59	\$12.00	\$14.38	\$21.76	\$13.73	TBD	\$24.45	\$19.46		
	RC - Zone 3, per month (Note 2)	UHL4X	\$33.90	\$47.64	\$19.07	\$24.82	\$44.44	\$19.62	TBD	\$32.38	\$27.88		
	RC - Zone 4, per month (Note 2)	UHL4X	NA	NA	NA	NA	NA	\$25.90	NA	NA	NA		
	NRC - 1st	UHL4X	\$541.13	\$116.91	\$378.86	NA	\$361.45	\$531.21	\$531.35	\$625.11	\$666.70		
	NRC - Add'l	UHL4X	\$491.50	\$101.71	\$344.28	NA	\$328.35	\$482.63	\$482.62	\$532.78	\$568.86		
	NRC - Disconnect Charge - 1st	UHL4X	\$106.65	NA	NA	NA	\$72.54	\$105.86	NA	NA	NA		
	NRC - Disconnect Charge - Add'l	UHL4X	\$56.98	NA	NA	NA	\$39.42	\$57.25	NA	NA	NA		
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.06	NA		
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA		
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA		
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$45.99	\$55.00	\$34.22	NA	\$32.77	\$45.27	\$45.34	\$45.43	\$55.00		
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, without manual service inquiry and facility reservation, per month, statewide													
	Zone 1, per month	UHL4W	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN		
	Zone 2, per month	UHL4W	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN		
	Zone 3, per month	UHL4W	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN		
	Zone 4, per month	UHL4W	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN		
	NRC - 1st	UHL4W	NA	NA	NA	NA	NA	NA	NA	NA	NA		
	NRC - Add'l	UHL4W	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN		
	NRC - Disconnect Charge - 1st	UHL4W	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN		
	NRC - Disconnect Charge - Add'l	UHL4W	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN		
	NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN		
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN		
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN		
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN		

Version 2000/7/17/00

AND OTHER SERVICES													
		SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
		OCOSL	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
	NRC - Incremental Charge - Manual Service Order - Disconnect												
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)												
	4-Wire DS1 Digital Loop, per month												
	RC - Statewide, per month												
	RC - Zone 1, per month (Note 2)	USLXX	NA	NA	NA	NA	NA	NA	NA	NA	\$62.78	NA	TBD
	RC - Zone 2, per month (Note 2)	USLXX	\$51.74	\$64.69	\$55.53	\$50.26	\$56.32	\$50.99	\$50.99	\$50.99	TBD	NA	TBD
	RC - Zone 3, per month (Note 2)	USLXX	\$84.05	\$94.71	\$64.13	\$94.06	\$96.73	\$67.58	\$67.58	\$67.58	TBD	NA	TBD
	RC - Zone 4, per month (Note 2)	USLXX	\$152.29	\$208.93	\$101.93	\$162.34	\$197.57	\$197.57	\$197.57	\$197.57	TBD	NA	TBD
	NRC - 1st	USLXX	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Add'l	USLXX	\$610.13	\$540.00	\$429.98	\$849.80	\$410.38	\$599.09	\$599.09	\$599.09	\$714.84	\$715.77	TBD
	NRC - Disconnect Charge - 1st	USLXX	\$380.26	\$465.00	\$268.18	\$523.27	\$255.48	\$373.80	\$373.80	\$373.80	\$421.47	\$421.50	TBD
	NRC - Disconnect Charge - Add'l	USLXX	\$134.77	NA	NA	NA	\$92.35	\$139.53	\$139.53	\$139.53	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - 1st	USLXX	\$55.97	NA	NA	NA	\$38.44	\$56.25	\$56.25	\$56.25	NA	NA	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$25.52	\$25.52	\$28.94	\$43.77	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$11.34	\$11.34	\$12.76	\$13.55	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$17.77	NA	NA	NA	\$11.41	\$16.06	\$16.06	\$16.06	NA	NA	NA
	4-Wire 56 Kbps Dig Grade Loop, per month												
	RC - Statewide, per month												
	RC - Zone 1, per month (Note 2)	UDL56	NA	NA	NA	NA	NA	NA	NA	NA	\$32.67	NA	\$42.23
	RC - Zone 2, per month (Note 2)	UDL56	\$27.33	\$39.08	\$25.75	NA	\$27.50	\$25.61	\$25.61	\$25.61	TBD	NA	\$36.45
	RC - Zone 3, per month (Note 2)	UDL56	\$44.40	\$57.21	\$29.74	NA	\$47.24	\$33.94	\$33.94	\$33.94	TBD	NA	\$45.87
	RC - Zone 4, per month (Note 2)	UDL56	\$80.45	\$126.22	\$47.27	NA	\$96.48	\$48.51	\$48.51	\$48.51	TBD	NA	\$65.75
	NRC - 1st	UDL56	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Add'l	UDL56	\$498.05	\$654.72	\$348.55	NA	\$333.28	\$489.00	\$489.00	\$489.00	\$489.04	\$602.73	\$643.00
	NRC - Disconnect Charge - 1st	UDL56	\$343.70	\$428.45	\$241.20	NA	\$230.50	\$337.93	\$337.93	\$337.93	\$337.51	\$393.50	\$421.26
	NRC - Disconnect Charge - Add'l	UDL56	\$129.62	NA	NA	NA	\$87.99	\$128.36	\$128.36	\$128.36	NA	\$44.06	NA
	NRC - Incremental Charge - Manual Service Order - 1st	UDL56	\$64.25	NA	NA	NA	\$44.24	\$64.35	\$64.35	\$64.35	NA	\$13.55	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$25.52	\$25.52	\$26.94	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$11.34	\$11.34	\$12.76	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$17.77	NA	NA	NA	\$11.41	\$16.06	\$16.06	\$16.06	NA	NA	NA
	4-Wire 64 Kbps Dig Grade Loop, per month												
	RC - Statewide, per month												
	RC - Zone 1, per month (Note 2)	UDL64	NA	NA	NA	NA	NA	NA	NA	NA	\$32.67	NA	\$42.23
	RC - Zone 2, per month (Note 2)	UDL64	\$27.33	\$39.08	\$25.75	NA	\$27.50	\$25.61	\$25.61	\$25.61	TBD	NA	\$36.45
	RC - Zone 3, per month (Note 2)	UDL64	\$44.40	\$57.21	\$29.74	NA	\$47.24	\$33.94	\$33.94	\$33.94	TBD	NA	\$45.87
	RC - Zone 4, per month (Note 2)	UDL64	\$80.45	\$126.22	\$47.27	NA	\$96.48	\$48.51	\$48.51	\$48.51	TBD	NA	\$65.75
	NRC - 1st	UDL64	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Add'l	UDL64	\$498.05	\$654.72	\$348.55	NA	\$333.28	\$489.00	\$489.00	\$489.00	\$489.04	\$602.73	\$643.00
	NRC - Disconnect Charge - 1st	UDL64	\$343.70	\$428.45	\$241.20	NA	\$230.50	\$337.93	\$337.93	\$337.93	\$337.51	\$393.50	\$421.26
	NRC - Disconnect Charge - Add'l	UDL64	\$129.62	NA	NA	NA	\$87.99	\$128.36	\$128.36	\$128.36	NA	\$44.06	NA
	NRC - Incremental Charge - Manual Service Order - 1st	UDL64	\$64.25	NA	NA	NA	\$44.24	\$64.35	\$64.35	\$64.35	NA	\$13.55	NA
	NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$25.52	\$25.52	\$26.94	NA	NA
	NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$11.34	\$11.34	\$12.76	NA	NA
	NRC - Incremental Charge - Order Coordination - Time Specific (per LSR)	OCOSL	\$17.77	NA	NA	NA	\$11.41	\$16.06	\$16.06	\$16.06	NA	NA	NA
	2-Wire Unbundled Copper Loop/Short (less than or equal to 18ft), includes manual service inquiry and facility reservation, per month, statewide *												
	RC - Statewide, per month												
	RC - Zone 1, per month (Note 2)	UCLPB	\$15.11	\$18.00	\$13.97	\$11.89	\$21.00	NA	NA	NA	\$19.00	\$20.81	\$12.16
	RC - Zone 2, per month (Note 2)	UCLPB	TBD	\$18.60	\$19.80	TBN	\$18.80	\$16.85	\$16.85	\$16.85	TBD	\$18.90	\$19.85
	RC - Zone 3, per month (Note 2)	UCLPB	TBD	\$27.23	\$22.86	TBN	\$25.85	\$22.34	\$22.34	\$22.34	TBD	\$28.50	\$24.98
	RC - Zone 4, per month (Note 2)	UCLPB	TBD	\$60.07	\$36.34	TBN	\$39.14	\$31.92	\$31.92	\$31.92	TBD	\$37.75	\$35.81
	NRC - 1st	UCLPB	NA	NA	NA	NA	NA	\$42.13	\$42.13	\$42.13	NA	NA	NA
	NRC - Add'l	UCLPB	\$514.21	\$340.00	\$395.16	\$713.50	\$340.00	\$504.82	\$504.82	\$504.82	\$450.00	\$600.61	\$270.01
	NRC - Disconnect Charge - 1st	UCLPB	\$464.58	\$300.00	\$217.39	\$609.44	\$300.00	\$456.24	\$456.24	\$456.24	\$390.00	\$507.33	\$234.63
		UCLPB	TBD	TBD	\$142.27	NA	\$72.54	\$105.86	\$105.86	\$105.86	NA	NA	\$74.54

Version 2000-7/17/00

Version 2000:7/17/00

NRI INDI ED SIIB-J

Version 2000:7/17/00

Version 2000:7/17/00

BELLSOUTHSPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

4-Wire Analog VG Loop-Start Unbundled Sub-Loop Feeder, per month									
NRC - 1st	USBFEE	TBN	TBN	\$19.91	TBN	TBN	TBN	TBN	TBN
NRC - Add'l	USBFEE	TBN	TBN	\$243.41	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - 1st	USBFEE	TBN	TBN	\$81.32	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - Add'l	USBFEE	TBN	TBN	\$134.77	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	\$33.93	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	NA	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	NA	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	TBN	\$34.22	TBN	TBN	TBN	TBN	TBN
2-Wire ISDN Unbundled Sub-Loop Feeder, per month									
NRC - 1st	USBFEE	TBN	TBN	\$17.73	TBN	TBN	TBN	TBN	TBN
NRC - Add'l	USBFEE	TBN	TBN	\$208.50	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - 1st	USBFEE	TBN	TBN	\$62.31	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - Add'l	USBFEE	TBN	TBN	\$119.68	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	\$29.58	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	NA	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	NA	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	TBN	\$34.22	TBN	TBN	TBN	TBN	TBN
4-Wire DSL Unbundled Sub-Loop Feeder, per month									
NRC - 1st	USBFEE	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Add'l	USBFEE	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - 1st	USBFEE	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - Add'l	USBFEE	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
2-Wire Copper Unbundled Sub-Loop Feeder, per month									
NRC - 1st	USBFEE	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Add'l	USBFEE	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - 1st	USBFEE	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - Add'l	USBFEE	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
4-Wire Copper Unbundled Sub-Loop Feeder, per month									
NRC - 1st	USBFEE	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Add'l	USBFEE	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - 1st	USBFEE	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - Add'l	USBFEE	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
4-Wire 2.4 Kbps Digital Unbundled Sub-Loop Feeder, per month									
NRC - 1st	USBFEE	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Add'l	USBFEE	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - 1st	USBFEE	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - Add'l	USBFEE	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
4-Wire 2.4 Kbps Digital Unbundled Sub-Loop Feeder, per month									
NRC - 1st	USBFEE	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Add'l	USBFEE	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - 1st	USBFEE	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Disconnect Charge - Add'l	USBFEE	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Incremental Charge - Manual Order Coordination - per loop	TBD	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN

[illegible]

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

Unbundled Sub-Loop Modification									
NRC - Load Coil/Equipment Removal per 2 Wire pair	ULM2X	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Load Coil/Equipment Removal per 4 Wire pair	ULM4X	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
NRC - Bridge Tap Removal per pair unloaded	ULMBT	TBN	TBN	TBN	TBN	TBN	TBN	TBN	TBN
Unbundled Network Terminating Wire, per pair, per month									
NRC - UNTW Pair, per pair	UENPP	TBN	TBN	TBN	TBN	\$1.37	TBN	TBN	TBN
NRC - Disconnect Charge, per pair	UENPP	TBN	TBN	TBN	TBN	\$2.48	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order	UENPP	TBN	TBN	TBN	TBN	\$1.74	TBN	TBN	TBN
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	TBN	TBN	TBN	TBN	NA	TBN	TBN	TBN
Sub-Loop Concentration - Channelization Sys (Outside CO)									
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	TBD	TBD	TBD	\$18.94	TBD	TBD	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	TBD	TBD	TBD	\$8.42	TBD	TBD	TBD
TR008 - System A (96 channel capacity - channels 1-96), per month	UCT8A	TBN	\$724.79	\$757.00	TBN	\$632.36	TBN	TBN	\$683.78
NRC - 1st	UCT8A	TBN	\$640.93	\$632.36	TBN	\$632.36	TBN	TBN	\$634.31
NRC - Add'l	UCT8A	TBN	\$315.03	\$310.82	TBN	\$310.82	TBN	TBN	\$311.78
TR008 - System B (96 channel capacity - channels 97-192), per month	UCT8B	TBN	\$155.32	\$92.91	TBN	\$95.60	TBN	TBN	\$102.12
NRC - 1st	UCT8B	TBN	\$640.93	\$632.36	TBN	\$632.36	TBN	TBN	\$634.31
NRC - Add'l	UCT8B	TBN	\$315.03	\$310.82	TBN	\$310.82	TBN	TBN	\$311.78
TR008 - System A (96 channel capacity - channels 1-96), per month	UCT3A	TBN	\$835.72	\$798.95	TBN	\$798.95	TBN	TBN	\$726.87
NRC - 1st	UCT3A	TBN	\$640.93	\$632.36	TBN	\$632.36	TBN	TBN	\$634.31
NRC - Add'l	UCT3A	TBN	\$315.03	\$310.82	TBN	\$310.82	TBN	TBN	\$311.78
TR003 - System B (96 channel capacity - channels 97-192), per month	UCT3B	TBN	\$198.55	\$132.54	TBN	\$132.54	TBN	TBN	\$145.21
NRC - 1st	UCT3B	TBN	\$640.93	\$632.36	TBN	\$632.36	TBN	TBN	\$634.31
NRC - Add'l	UCT3B	TBN	\$315.03	\$310.82	TBN	\$310.82	TBN	TBN	\$311.78
DS1 Feeder Interface, per month	UCTFS	TBN	\$78.43	\$72.12	TBN	\$77.02	TBN	TBN	\$76.73
NRC 1st	UCTFS	TBN	\$422.74	\$425.74	TBN	\$418.13	TBN	TBN	\$418.37
NRC Add'l	UCTFS	TBN	\$200.74	\$198.08	TBN	\$198.56	TBN	TBN	\$198.67
Channel Interface - 2 Wire Voice - Loop Start, per month	TBD	TBN	\$2.62	\$2.38	TBN	\$2.68	TBN	TBN	\$2.61
NRC 1st	TBD	TBN	\$42.39	\$41.82	TBN	\$41.92	TBN	TBN	\$41.95
NRC Add'l	TBD	TBN	\$42.15	\$41.58	TBN	\$41.69	TBN	TBN	\$41.71
Channel Interface - 2 Wire ISDN, per month	ULCC1	TBN	\$10.49	\$9.53	TBN	\$10.72	TBN	TBN	\$10.43
NRC 1st	ULCC1	TBN	\$42.39	\$41.82	TBN	\$41.92	TBN	TBN	\$41.95
NRC Add'l	ULCC1	TBN	\$42.15	\$41.58	TBN	\$41.69	TBN	TBN	\$41.71
Channel Interface - 2 Wire Voice - Ground Start or Reverse Battery, per month	TBD	TBN	\$15.59	\$14.17	TBN	\$15.94	TBN	TBN	\$15.51
NRC 1st	TBD	TBN	\$42.39	\$41.82	TBN	\$41.92	TBN	TBN	\$41.95
NRC Add'l	TBD	TBN	\$42.15	\$41.58	TBN	\$41.69	TBN	TBN	\$41.71
Channel Interface - 4 Wire Voice, per month	ULCC4	TBN	\$9.30	\$8.45	TBN	\$9.50	TBN	TBN	\$9.26
NRC 1st	ULCC4	TBN	\$42.39	\$41.82	TBN	\$41.92	TBN	TBN	\$41.95
NRC Add'l	ULCC4	TBN	\$42.15	\$41.58	TBN	\$41.69	TBN	TBN	\$41.71
Test Circuit, per month	ULC7C	TBN	\$45.46	\$41.30	TBN	\$46.44	TBN	TBN	\$45.22
NRC 1st	ULC7C	TBN	\$42.39	\$41.82	TBN	\$41.92	TBN	TBN	\$41.95
NRC Add'l	ULC7C	TBN	\$42.15	\$41.58	TBN	\$41.69	TBN	TBN	\$41.71
Channel Interface - Digital 56Kbps, per month	ULCC5	TBN	\$13.78	\$12.51	TBN	\$14.08	TBN	TBN	\$13.71
NRC 1st	ULCC5	TBN	\$42.39	\$41.82	TBN	\$41.92	TBN	TBN	\$41.95
NRC Add'l	ULCC5	TBN	\$42.15	\$41.58	TBN	\$41.69	TBN	TBN	\$41.71
Channel Interface - Digital 64Kbps, per month	ULCC6	TBN	\$13.78	\$12.51	TBN	\$14.08	TBN	TBN	\$13.71
NRC 1st	ULCC6	TBN	\$42.39	\$41.82	TBN	\$41.92	TBN	TBN	\$41.95
NRC Add'l	ULCC6	TBN	\$42.15	\$41.58	TBN	\$41.69	TBN	TBN	\$41.71
Loop Concentration System (Inside C.O.)									
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	TBD	TBD	TBD	\$18.94	TBD	TBD	TBD
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	TBD	TBD	TBD	\$8.42	TBD	TBD	TBD
TR008 - System A (96 channel capacity - channels 1-96), per month	UCT8A	\$327.44	\$400.33	\$394.00	TBN	\$375.96	\$399.21	\$380.06	\$380.06
NRC - 1st	UCT8A	\$1,115.10	\$1,128.75	\$1,111.95	\$1,116.15	\$1,117.20	\$1,113.00	\$1,119.30	\$1,114.05

Version 2000:7/17/00

BELLSOUTH/SPRINT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 101

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
LOCAL EXCHANGE SWITCHING (PORTS)										
2-Wire Analog Line Port (Res., Bus.), per month										
2-wire voice unbundled port - residence	UEPRL	\$2.07	\$2.00 - Note	\$1.85 - Note	\$2.61 - Note	\$2.20	\$2.11	\$2.19	\$2.35	\$1.90 - Note 1
2-wire voice unbundled port with caller ID - residence	UEPRC	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled port outgoing only - residence	UEPRO	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	\$2.00	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LWB)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	\$2.35	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (IMF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled res. low usage line port with Caller ID (LUM)	UEPAP	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX									
2-wire voice unbundled port without Caller ID	UEPBL	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled outgoing only port	UEPBO	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled area plus port with Caller ID	UEPBM	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled incoming only port with Caller ID	UEPBI	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	\$2.20	NA	NA	\$2.35	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX									
Non-Recurring Charges (NRC) - 1st (Residence)										
2-wire voice unbundled port - residence	UEPRL	\$21.93	\$38.00	\$17.16	\$37.78	\$16.43	\$22.98	\$21.60	\$24.98	BST GSST A4.3.1
2-wire voice unbundled port with caller ID - residence	UEPRC	\$21.93	\$38.00	\$17.16	\$37.78	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
2-wire voice unbundled port outgoing only - residence	UEPRO	\$21.93	\$38.00	\$17.16	\$37.78	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	\$21.93	\$38.00	\$17.16	\$37.78	\$16.43	\$22.98	\$24.04	\$24.98	BST GSST A4.3.1
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	\$38.00	NA	NA	\$16.43	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA

BELLSOUTH/SPRINT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 102

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	\$24.98	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MFR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Res Low Usage Line Port with Caller+E563 ID (LUM)	UEPAP	\$21.93	\$38.00	\$17.16	\$37.78	\$16.43	\$22.98	\$24.04	\$24.98	NA
NRC - Add'l (Residence)										
2-wire voice unbundled port - residence -	UEPRL	\$21.93	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	\$21.60	\$24.98	NA
2-wire voice unbundled port with caller ID - residence	UEPRC	\$21.93	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	\$9.08	\$24.98	NA
2-wire voice unbundled port outgoing only - residence	UEPRO	\$21.93	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	\$9.08	\$24.98	NA
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	\$21.93	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	\$9.08	\$24.98	NA
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	\$15.00	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	\$24.98	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MFR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)	UEPAP	\$21.93	\$15.00	\$17.16	\$37.78	\$16.43	\$22.98	\$9.08	\$24.98	NA
NRC - 1st (Business)										
2-wire Voice Unbundled Port without Caller ID	UEPBL	\$21.93	\$38.00	\$17.16	\$37.55	\$16.43	\$22.98	\$21.60	\$24.98	NA
2-wire voice unbundled port with Caller ID	UEPBC	\$21.93	\$38.00	\$17.16	\$37.55	\$16.43	\$22.98	\$24.04	\$24.98	NA
2-wire voice unbundled outgoing only port	UEPBO	\$21.93	\$38.00	\$17.16	\$37.55	\$16.43	\$22.98	\$24.04	\$24.98	NA
2-wire voice unbundled Area Plus Port with Caller ID	UEPBM	\$21.93	\$38.00	\$17.16	\$37.55	\$16.43	\$22.98	\$24.04	\$24.98	NA
2-wire voice unbundled Incoming only Port with Caller ID	UEPB1	\$21.93	\$38.00	\$17.16	\$37.55	\$16.43	\$22.98	\$24.04	\$24.98	NA
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID-E587 (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	\$24.98	NA

**BELLSOUTHSPRINT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS**

Attachment 2
Exhibit C
Rates - Page 103

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
										BST GSST A4.3.1
NRC - Add'l (Business)										BST GSST A4.3.1
2-wire voice unbundled port without Caller ID	UEPBL	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
2-wire voice unbundled port with Caller ID	UEPBL	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$21.60	\$24.98	BST GSST A4.3.1
2-wire voice unbundled outgoing only port	UEPBC	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
2-wire voice unbundled Area Plus Port with Caller ID	UEPBO	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
2-wire voice unbundled Incoming only port with Caller ID	UEPBM	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPB1	\$21.93	\$15.00	\$17.16	\$37.55	\$16.43	\$22.98	\$9.08	\$24.98	BST GSST A4.3.1
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	UEPAB	NA	NA	NA	NA	NA	NA	NA	\$24.98	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
2-wire voice unbundled TN Bus 2-way Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	BST GSST A4.3.1
NRC - Disconnect Charge - 1st										
2-wire voice unbundled port - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled port with caller ID - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled port outgoing only - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled area plus port with caller ID - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled Florida area calling with caller ID - residence		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)		NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW6)		NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled port without Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled port with Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled outgoing only Port		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA

BELLSOUTH/SPRINT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 104

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled Area Plus Port with Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled Incoming only Port with Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)		NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-Way Collerville and Memphis Local Calling Port (B2F)		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l										
2-wire voice unbundled port - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled port with caller ID - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled port outgoing only - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled Florida area calling with caller ID - residence		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)		NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)		NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Res Low Usage Line Port with Caller ID (LUM)		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled port without Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled port with Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled outgoing only port		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled Area Plus Port with Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled Incoming only port with Caller ID		\$6.21	NA	NA	NA	\$4.38	\$6.56	NA	NA	NA
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)		NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)		NA	NA	NA	NA	\$4.38	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Economy Option (TACC1)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Area Calling Port Standard Option (TACC2)		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-way Collerville and Memphis Local Calling Port (B2F)		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$10.39	\$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$1.44	NA	NA	NA	NA	NA	NA	NA	NA
All available features, per month	UEPVF	\$5.55	NA	NA	NA	\$8.28	\$6.75	NA	\$6.29	NA
NRC - 1st (all types)		\$24.72	NA	NA	NA	NA	\$21.42	NA	\$36.24	NA

BELLSOUTH/SPRINT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 105

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Add'l (all types)		\$24.72	NA	NA	NA	NA	\$21.42	NA	\$36.24	NA
NRC - Disconnect Charge - 1st		\$18.41	NA	NA	NA	NA	\$19.68	NA	NA	NA
NRC - Add'l		\$18.41	NA	NA	NA	NA	\$19.68	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	NA	NA	NA	\$25.52	NA	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	NA	NA	NA	\$11.34	NA	\$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	NA	\$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$1.44	NA	NA	NA	NA	NA	NA	NA	NA
Three available feature, per month	UEPVF	NA	NA	NA	NA	NA	\$3.31	NA	\$3.03	NA
NRC - 1st (all types)		NA	NA	NA	NA	NA	\$3.06	NA	\$4.53	NA
NRC - Add'l (all types)		NA	NA	NA	NA	NA	\$3.06	NA	\$4.53	NA
NRC - Disconnect Charge - 1st		NA	NA	NA	NA	NA	\$3.20	NA	NA	NA
NRC - Disconnect Charge - Add'l		NA	NA	NA	NA	NA	\$3.20	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	\$25.52	NA	\$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	\$11.34	NA	\$14.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	\$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
4-Wire Analog VG Port, per month	UEP4A	NA	\$9.14	\$8.47	NA	\$10.13	\$9.60	\$8.69	\$2.28	NA
NRC - 1st	UEP4A	NA	\$5.86	\$17.16	NA	\$16.43	\$22.98	\$21.69	\$3.50	NA
NRC - Add'l	UEP4A	NA	\$5.86	\$17.16	NA	\$16.43	\$22.98	\$21.69	\$3.50	NA
NRC - Disconnect Charge - 1st	BFR	NA	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	BFR	NA	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$18.94	NA	\$18.14	\$25.52	\$26.85	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$8.42	NA	\$8.06	\$11.34	\$12.67	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	\$8.94	\$16.06	NA	NA	NA
2-Wire DID Port, per month	UEPP2	\$12.08	TBD	\$11.35	NA	\$13.12	\$14.83	\$12.36	\$12.08	\$12.68
NRC - 1st	UEPP2	\$50.00	TBD	\$61.91	NA	\$59.28	\$83.09	\$81.84	\$50.00	BST GSST A4.3.1
NRC - Add'l	UEPP2	\$18.00	TBD	\$61.91	NA	\$59.28	\$83.09	\$81.84	\$50.00	BST GSST A4.3.1
NRC - Disconnect Charge - 1st	UEPP2	NA	NA	NA	NA	\$9.20	\$13.48	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPP2	NA	NA	NA	NA	\$9.20	\$13.48	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	\$10.39	\$16.07	NA	NA	NA
4-Wire DS1 Port w/DID capability, per month	UEPDD	\$130.23	\$125.00	\$120.80	NA	\$149.27	\$146.46	\$123.65	\$130.23	\$120.00
NRC - 1st	UEPDD	\$50.00	\$112.00	\$89.44	NA	\$85.63	\$117.81	\$116.59	\$60.00	To be negotiated
NRC - Add'l	UEPDD	\$18.00	\$91.00	\$52.46	NA	\$50.23	\$71.18	\$69.92	\$60.00	To be negotiated
NRC - Disconnect Charge - 1st	UEPDD	NA	NA	NA	NA	\$8.82	\$12.94	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPDD	NA	NA	NA	NA	\$8.82	\$12.94	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	\$10.39	\$16.06	NA	NA	NA
2-Wire ISDN Port(2) (3), per month	U1PMA	\$16.42	\$13.00	\$13.47	\$12.33	\$23.33	\$51.91	\$24.50	\$33.74	\$1.90
NRC - 1st	U1PMA	\$63.24	\$88.00	\$47.37	\$90.48	\$45.35	\$63.59	\$62.29	\$65.79	BST GSST A4.3.1
NRC - Add'l	U1PMA	\$63.24	\$66.00	\$47.37	\$84.53	\$45.35	\$63.59	\$62.29	\$65.79	BST GSST A4.3.1
NRC - Disconnect Charge - 1st	U1PMA	\$5.69	NA	NA	NA	\$4.31	\$7.04	NA	NA	NA
NRC - Disconnect Charge - Add'l	U1PMA	\$5.69	NA	NA	NA	\$4.31	\$7.04	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$56.19	NA	\$39.98	NA	\$38.29	\$53.87	\$55.30	\$67.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$56.19	NA	\$39.98	NA	\$38.29	\$53.87	\$55.30	\$67.52	NA

**BELLSOUTHSPRINT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS**

Attachment 2
Exhibit C
Rates - Page 106

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$12.97	NA	NA	NA	\$6.65	\$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$12.97	NA	NA	NA	\$6.65	\$11.34	NA	NA	NA
NRC - User Profile per B Channel (4)	U1UMA	NA	NA	NA	\$5.61	NA	NA	NA	NA	NA
2-Wire ISDN Port(2) (3) Including all available features, per month	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$36.68	NA
NRC - 1st	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$106.40	NA
NRC - Add'l	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$106.40	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$87.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$87.52	NA
2-Wire ISDN Port(2) (3) Including three available features, per month	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$36.01	NA
NRC - 1st	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$70.32	NA
NRC - Add'l	U1PMA	NA	NA	NA	NA	NA	NA	NA	\$70.32	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$87.52	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$87.52	NA
4-Wire ISDN DS1 Port, per month	UEPEX	\$186.02	NA	\$163.16	NA	\$194.72	\$213.21	\$179.75	\$214.79	\$308.00
NRC - 1st	UEPEX	\$244.85	NA	\$186.80	NA	\$181.89	\$244.12	\$241.63	\$278.37	To be negotiated
NRC - Add'l	UEPEX	\$244.85	NA	\$186.80	NA	\$181.89	\$244.12	\$241.63	\$278.37	To be negotiated
NRC - Disconnect Charge - 1st	UEPEX	\$51.19	NA	NA	NA	\$27.11	\$53.32	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEPEX	\$51.19	NA	NA	NA	\$27.11	\$53.32	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$54.75	NA	\$37.88	NA	\$33.18	\$51.03	\$53.89	\$65.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$54.75	NA	\$37.88	NA	\$33.18	\$51.03	\$53.89	\$65.48	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$11.53	NA	NA	NA	\$7.73	\$8.51	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$11.53	NA	NA	NA	\$7.73	\$8.51	NA	NA	NA
4-Wire ISDN DS1 Port including all available features, per month	UEPEX	NA	NA	NA	\$275.48	NA	NA	NA	\$251.00	NA
NRC - 1st	UEPEX	NA	NA	NA	\$181.27	NA	NA	NA	\$311.73	NA
NRC - Add'l	UEPEX	NA	NA	NA	\$116.42	NA	NA	NA	\$311.73	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$65.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$65.48	NA
2-Wire Analog Line Port (PBX), per month	UEPRD	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.18	\$2.35	\$1.90
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPPC	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPO	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPI	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPLD	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPT2	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPTO	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	\$2.07	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD	UEPXE	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
CAPABLE PORT	UEPXE	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	\$2.61	NA	NA	NA	\$2.35	NA

BELLSOUTH/SPRINT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 107

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXK	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT TENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	\$2.20	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	\$2.11	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	\$2.11	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX MEASURED PORT	UEPXS	\$2.07	\$2.00	\$1.85	\$2.61	\$2.20	\$2.11	\$2.00	\$2.35	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	\$2.35	NA
2-WIRE VOICE UNBUNDLED PBX COLLETTVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEP XV	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
UNBUNDLED LOOP BILLING USOC (REQUIRES ONE PER PORT)	UEPLX									
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP									
NRC - 1st	UEPPC	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$21.60	\$24.36	NA
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPPI	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS	UEPLD	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEPT2	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	\$21.93	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA

BELLSOUTH/SPRINT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 108

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD	UEPXE	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING	UEPXF	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
PORT WITHOUT LUD	UEPXF	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXF	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXF	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT	UEPXF	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
WITHOUT LUD	UEPXF	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL	UEPXF	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
CALLING PORT	UEPXF	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY	UEPXL	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
ADMINISTRATIVE CALLING PORT	UEPXL	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY	UEPXM	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
ROOM CALLING PORT	UEPXM	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	NA
ECONOMY ADMINISTRATIVE CALLING PORT TENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL	UEPXO	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
DIACOUNT ROOM CALLING PORT	UEPXO	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL	UEPXP	NA	NA	NA	NA	NA	NA	NA	NA	NA
DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY	UEPXQ	NA	NA	NA	NA	NA	\$22.98	NA	NA	NA
CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	\$22.98	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL	UEPXR	NA	NA	NA	NA	NA	\$22.98	NA	NA	NA
CALLING PORT	UEPXR	NA	NA	NA	NA	NA	\$22.98	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX MEASURED PORT	UEPXS	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS	UEPXS	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
CALLING PORT	UEPXS	\$21.93	\$38.00	\$17.16	\$36.47	\$16.43	\$22.98	\$24.04	\$24.36	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	NA
CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	NA
CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Add'l	UEPRD	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$21.60	\$24.36	NA
2-WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$21.60	\$24.36	NA
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPC	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
LONG DISTANCE TERMINAL INCOMING PBX TRUNK - BUSINESS	UEP1D	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS	UEP1D	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS	UEP1D	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING	UEP1D	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
PORT	UEP1D	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA	UEP2A	\$21.93	NA	NA	NA	NA	NA	NA	NA	NA
CALLING PORT	UEP2A	\$21.93	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEP2L	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE	UEP2L	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
CALLING PORT	UEP2L	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING	UEP2T	NA	NA	NA	NA	NA	NA	NA	NA	NA
PORT	UEP2T	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEP2O	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXA	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPXB	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINAL PORTS	UEPXC	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA

BELLSOUTH/SPRINT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 109

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD	UEPXE	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	\$36.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXG	NA	NA	NA	\$37.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXH	NA	NA	NA	\$38.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	\$39.47	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEP XK	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEP XN	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEP XO	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEP XP	NA	NA	NA	NA	\$16.43	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEP XQ	NA	NA	NA	NA	NA	\$22.98	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEP XR	NA	NA	NA	NA	NA	\$22.98	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX MEASURED PORT	UEP XS	\$21.93	\$15.00	\$17.16	\$36.47	\$16.43	\$22.98	\$9.05	\$24.36	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEP XT	NA	NA	NA	NA	NA	NA	NA	\$24.36	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT	UEP XU	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEP XV	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - 1st										
2-WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT		\$6.21	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT		NA	NA	NA	NA	\$3.77	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA

BELLSOUTH/SPRINT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 110

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD										
CAPABLE PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING										
PORT WITHOUT LUD		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT										
WITHOUT LUD		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL										
CALLING PORT		NA	NA	NA	NA	\$3.77	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY										
ADMINISTRATIVE CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY										
ROOM CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL										
ECONOMY ADMINISTRATIVE CALLING PORT TENNESSEE CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL										
DIACOUNT ROOM CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL										
DISCOUNT CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY										
CALLING PORT		NA	NA	NA	NA	NA	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL										
CALLING PORT		NA	NA	NA	NA	NA	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX MEASURED PORT										
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS										
CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERVILLE & MEMPHIS CALLING PORT										
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV										
CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l										
2-WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence										
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
LONG DISTANCE TERMINAL PBX TRUNK-BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
TN 2-WAY CALLING PLAN PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
TN OUTWARD CALLING PLAN PBX TRUNK - BUSINESS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING										
PORT		\$6.21	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA										
CALLING PORT		NA	NA	NA	NA	\$3.77	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS										
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
CALLING PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING										
PORT		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT										
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA

BELLSOUTH/SPRINT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 111

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD										
CAPABLE PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING										
PORT WITHOUT LUD		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT			NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT			NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT			NA	NA	NA	NA	NA	NA	NA	NA
WITHOUT LUD										
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL			NA	NA	NA	NA	NA	NA	NA	NA
CALLING PORT										
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY			NA	NA	NA	\$3.77	NA	NA	NA	NA
ADMINISTRATIVE CALLING PORT										
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
ROOM CALLING PORT										
		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL										
ECONOMY ADMINISTRATIVE CALLING PORT TENNESSEE CALLING PORT			NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL										
DIACOUNT ROOM CALLING PORT		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL										
DISCOUNT CALLING PORT										
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
CALLING PORT										
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL			NA	NA	NA	NA	\$6.56	NA	NA	NA
CALLING PORT										
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX MEASURED PORT			NA	NA	NA	NA	\$6.56	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS		\$6.21	NA	NA	NA	\$3.77	\$6.56	NA	NA	NA
CALLING PORT										
		NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX COLLEGEVILLE & MEMPHIS CALLING PORT										
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV			NA	NA	NA	NA	NA	NA	NA	NA
CALLING PORT										
		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$41.86	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$14.46	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$8.94	\$16.08	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$0.48	NA	NA	NA	NA	NA	NA	NA	NA
2-Wire Analog Line Port (PBX) Including all available features, per month										
NRC - 1st	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$8.67	NA
NRC - Add'l	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$60.60	NA
NRC - Incremental Charge - Manual Service Order - 1st	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$60.60	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$41.86	NA
2-Wire Analog Line Port (PBX) Including three available features, per month										
NRC - 1st	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$14.46	NA
NRC - Add'l	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$5.38	NA
NRC - Incremental Charge - Manual Service Order - 1st	UEPPC	NA	NA	NA	NA	NA	NA	NA	\$28.89	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$28.89	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$41.86	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$14.46	NA
2-Wire Analog Hunting, per line per month										
NRC - 1st	HTGUX	See features	NA	NA	\$0.29	NA	See features	NA	See features	NA
NRC - Add'l	HTGUX	See features	NA	NA	\$2.14	NA	See features	NA	See features	NA
Coin Port, per month	HTGUX	See features	NA	NA	\$2.14	NA	See features	NA	See features	NA
		\$2.34	NA	\$2.05	\$3.04	\$2.50	\$2.32	NA	\$2.77	\$1.90

BELLSOUTH/SPRINT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 112

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 1st		\$21.93	NA	\$17.16	\$40.71	\$16.43	\$22.98	NA	\$24.75	BST GSST A4.3.1
NRC - Add'l		\$21.93	NA	\$17.16	\$40.71	\$16.43	\$22.98	NA	\$24.75	BST GSST A4.3.1
NRC - Disconnect Charge - 1st		\$5.21	NA	NA	NA	\$4.15	\$6.56	NA	NA	NA
NRC - Disconnect Charge - Add'l		\$5.21	NA	NA	NA	\$4.15	\$6.56	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$43.48	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$12.97	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$14.57	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$16.33	NA	NA	NA	\$9.86	\$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$0.48	NA	NA	NA	NA	NA	NA	NA	NA
4- Wire Coin Port, per month										
NRC - 1st		NA	NA	NA	NA	NA	NA	\$2.59	NA	NA
NRC - Add'l		NA	NA	NA	NA	NA	NA	\$21.60	NA	NA
NRC - Disconnect Charge - 1st		NA	NA	NA	NA	NA	NA	\$21.60	NA	NA
NRC - Disconnect Charge - Add'l		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st		NA	NA	NA	NA	NA	NA	\$26.94	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l		NA	NA	NA	NA	NA	NA	\$12.76	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l		NA	NA	NA	NA	NA	NA	NA	NA	NA
VERTICAL FEATURES										
Local Switching Features offered with Port, Per month										
Three-Way Calling, per month	N/A	NA	No add'l charge	NA	No add'l charge	\$8.28	NA	NA	See above	NA
NRC		\$1.12	NA	NA	NA	NA	\$1.32	\$0.89	\$1.10	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Customer Changeable Speed Calling, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.08	NA	NA	NA	NA	\$0.0755	\$0.17	\$0.1247	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Call Waiting		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.03	NA	NA	NA	NA	\$0.033	\$0.09	\$0.0665	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Remote Activation of Call Forwarding, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.18	NA	NA	NA	NA	\$0.4859	\$0.85	\$0.3743	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Cancel Call Waiting, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.01	NA	NA	NA	NA	\$0.0082	\$0.01	\$0.0099	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Automatic Callback, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.29	NA	NA	NA	NA	\$0.9977	\$0.66	\$0.8015	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Automatic Recall, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.28	NA	NA	NA	NA	\$0.3164	\$0.29	\$0.3102	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Calling Number Delivery, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.22	NA	NA	NA	NA	\$0.1817	\$0.33	\$0.3272	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Calling Number Delivery Blocking, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$1.17	NA	NA	NA	NA	\$0.9913	\$0.02	\$0.3684	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Customer Originated Tracs, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.14	NA	NA	NA	NA	\$0.1918	\$0.14	\$0.1402	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA

BELLSOUTH/SPRINT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 113

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Selective Call Rejection, per month										
NRC		\$0.13	NA	NA	NA	NA	\$0.121	\$0.13	\$0.1528	NA
NRC - Disconnect		\$0.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Selective Call Forwarding, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.05	NA	NA	NA	NA	\$0.1050	\$0.28	\$0.1287	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Selective Call Acceptance, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.29	NA	NA	NA	NA	\$0.4010	\$0.33	\$0.3283	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Multiline Hunt Service (Rotary)		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Service per line, (in addition to port) , per month										
NRC		\$0.11	NA	NA	NA	NA	\$0.1271	\$0.14	\$0.1301	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Call Forwarding Variable, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.05	NA	NA	NA	NA	\$0.0474	\$0.10	\$0.0768	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Call Forwarding Busy Line, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.03	NA	NA	NA	NA	\$0.0279	\$0.08	\$0.0603	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Call Forwarding Don't Answer All Calls, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.03	NA	NA	NA	NA	\$0.0308	\$0.09	\$0.0655	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Remote Call Forwarding, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$1.36	NA	NA	NA	NA	\$1.47	\$0.95	\$1.41	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Call Transfer, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.12	NA	NA	NA	NA	\$0.1404	\$0.14	\$0.1392	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Call Hold, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.03	NA	NA	NA	NA	\$0.0190	\$0.15	\$0.0677	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Toll Restricted Service, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.04	NA	NA	NA	NA	\$0.0387	\$0.10	\$0.0743	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Message Waiting Indicator - Stutter Dial Tone, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.03	NA	NA	NA	NA	\$0.0358	\$0.03	\$0.0318	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Anonymous Call Rejection, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.93	NA	NA	NA	NA	\$0.9519	\$1.29	\$1.13	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
Shared Call Appearances of a DN, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.41	NA	NA	NA	NA	\$0.5015	\$0.29	\$0.3513	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.47	\$1.47	NA
Multiple Call Appearances, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.09	NA	NA	NA	NA	\$0.0932	\$0.07	\$0.0891	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.47	\$1.47	NA
ISDN Bridged Call Exclusion, per month		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$0.00	NA	NA	NA	NA	\$0.0013	\$0.0011	\$0.0013	NA
NRC - Disconnect		\$1.03	NA	NA	NA	NA	\$1.02	\$1.47	\$1.47	NA
Call by Call Access, per month		\$28.29	NA	NA	NA	NA	\$0.5466	NA	NA	NA
NRC		\$28.94	NA	NA	NA	NA	\$0.89	\$19.83	\$0.3621	NA
NRC - Disconnect		\$5.22	NA	NA	NA	NA	\$5.16	\$33.33	\$33.36	NA
Privacy Release, per month		\$0.01	NA	NA	NA	NA	\$0.0030	\$0.0041	\$0.0116	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA

BELLSOUTH/SPRINT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 114

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Multi Appearance Directory Number Calls, per month		\$0.10	NA	NA	NA	NA	\$0.1115	\$0.13	\$0.1048	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Make Set Busy, per month		\$0.01	NA	NA	NA	NA	\$0.0013	\$0.0020	\$0.0101	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Teen Service (Res. Dist. Alerting Service), per month		\$0.15	NA	NA	NA	NA	\$0.1071	\$0.26	\$0.2149	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Code Restriction and Diversion, per month		\$0.04	NA	NA	NA	NA	\$0.0464	\$0.09	\$0.0708	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Call Park, per month		\$0.04	NA	NA	NA	NA	\$0.0443	\$0.09	\$0.0694	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Automatic Line, per month		\$0.09	NA	NA	NA	NA	\$0.1111	\$0.14	\$0.1179	NA
NRC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.51	\$1.51	NA
NRC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
2-WIRE ISDN BRI FEATURES										
Shared Primary Number-First Appr On Each Add'l Terminal	DS1FJ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Secondary Only Dn (Shared/Non-Shared) First Appearance	LLDSF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Shared Secondary Only Dn-First Appr On Each Add'l Term	DS1F1	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Shared Non-ISDN DN	DOE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Privacy Release	DS1FU	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Manual Exclusion	DS1FM	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable-Voice Or Voice/Data	LLNCV	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable - Data	LLOCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable - Feature Button - Voice	GJXCF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Variable - Feature Button - Data	LLPCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Busy Line - Voice Or Voice/Data	LLQCV	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Busy Line - Data	LLRCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Fwdng Busy Line-Prgrambl-Voice Or Voice/Data	MEAVA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Busy Line - Programmable - Data	MEADF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer - Voice Or Voice/Data	LLSCV	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer - Data	LLUCD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Fwdng Don't Answer-Prgrambl-Voice Or Voice/Data	MEBVA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Don't Answer - Programmable - Data	MEBDF	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Fwdng Multiple Simultaneous - Voice Or Voice/Data	MECV5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Forwarding Multiple Simultaneous - Data	MECD5	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Conference, Drop, Hold And Transfer	DS1FN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Six-Way Conference, Drop, Hold And Transfer	LLYGP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Multi-Line Hunt Group - Voice Or Voice/Data	HTG	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Speed Calling	HTGSD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Visual Message Waiting Indicator	LLZSU	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Audible Message Waiting Indicator	LLAVP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional Call Appearance, PDN Or DN	MWW	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Tracing	DS1FG	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Return	NST	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Preferred Call Forwarding	NCE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Block	NSY	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Repeat Dialing	NSQ	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Agencies/Law Enforcement	NOB	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

**BELLSOUTHSPRINT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS**

Attachment 2
Exhibit C
Rates - Page 115

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Per Line Blocking For Non-Pub Customers	NOBN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For General Public	NOBPC	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub, And Non-Listed Customer	NOBPP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub Customers	NOBNP	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Per Line Blocking For Non-Pub Customers	NOBNR	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Return Denial Of, Per Activation	BCR	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Repeat Dialing, Denial Of, Per Activation	BRD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Automatic Line/Direct Connect	M6GN9	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Make Set Busy	M6MPD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Selective Call Acceptance	M6K16	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Park/Call Retrieve	M6HP6	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Call Transfer System Exception	M6QTD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Make Set Busy - Intragroup	M6MGD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
All Customized Code Restrictions	CREX+	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional Listings	CLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Additional Listing No Rate	FLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Cross Reference Listing	LLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Non-Pub Listing No Rate	NP3	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Non-List Listing	NLT	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Non-List Listing No Rate	NLE	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Alternate Call Listing	FNA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Manual Service Order Charge	SOMAN	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
All Selective Class Of Call Screening	SRG++	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
ISDN Message Waiting Indication-Lamp, per month		\$0.01	NA	NA	NA	NA	\$0.0105	\$0.0107	\$0.0138	NA
NFC		\$1.03	NA	NA	NA	NA	\$1.02	\$1.47	\$1.47	NA
NFC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
ISDN Feature Function Buttons		NA	NA	NA	NA	NA	NA	NA	NA	NA
NFC		\$1.03	NA	NA	NA	NA	NA	NA	\$1.51	NA
NFC - Disconnect		\$0.55	NA	NA	NA	NA	\$0.5466	NA	NA	NA
Subsequent Ordering Charge - (per order, per line)		NA	NA	NA	NA	NA	NA	NA	NA	NA
NFC - Electronic - 1st		\$2.88	NA	NA	NA	NA	\$2.84	\$5.42	\$1.36	NA
NFC - Electronic - Add'l		\$0.96	NA	NA	NA	NA	\$0.95	\$0.95	\$0.71	NA
NFC - Manual - 1st		\$4.80	NA	NA	NA	NA	\$4.73	\$1.89	\$7.35	NA
NFC - Manual - Add'l		\$0.96	NA	NA	NA	NA	\$0.95	NA	\$0.95	NA
NFC - Disconnect		\$2.88	NA	NA	NA	NA	\$2.84	NA	NA	NA
End Office Switching (Port Usage)										
End Office Switching Function, per mou	N/A	\$0.0018	\$0.0175	\$0.0016333	\$0.002562	\$0.0021	\$0.0023771	\$0.0017000	\$0.0019295	\$0.0019
End Office Switching Function, add'l mou (5)	N/A	NA	\$0.005	NA	NA	NA	NA	NA	NA	NA
End Office Interoffice Trunk Port - Shared, per mou	N/A	\$0.0002	NA	\$0.0001564	NA	\$0.0002	\$0.0001927	NA	\$0.0002581	NA
Tandem Switching (Port Usage) (Local or Access Tandem)										
Tandem Switching Function per mou	N/A	\$0.00063	\$0.00029	\$0.0006757	\$0.001096	\$0.0008	\$0.0007834	\$0.0009	\$0.0006843	\$0.000676
Tandem Interoffice Trunk Port - Shared per mou			NA	\$0.0002126	NA	\$0.0003	\$0.0002834	NA	\$0.0004034	NA
NOTES:										
1 Port rate includes all available features.										
2 Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.										
3 Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.										

BELLSOUTH/SPRINT RATES NETWORK ELEMENTS
AND OTHER SERVICES
PORTS

Attachment 2
Exhibit C
Rates - Page 116

DESCRIPTION		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
4	This rate element is for those states which have a specific rate for User Profile per B Channel.										
5	This rate element is for use in those states with a different rate for additional minutes of use.										

BELLSOUTHSPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
TRANSPORT

Attachment 2
Exhibit C
Rates - Page 117

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
INTEROFFICE TRANSPORT										
(Common (Shared) Transport										
Common (Shared) Transport per mile per month	N/A	\$0.00001	\$0.000012	\$0.000008	\$0.0000049	\$0.0000083	\$0.0000091	\$0.00001	\$0.0000121	\$0.00004
Interoffice Channel - Dedicated Transport - VG	N/A	\$0.00045	\$0.0005	\$0.0004152	\$0.000426	\$0.00047	\$0.0004281	\$0.00034	\$0.0004672	\$0.00036
Interoffice Transport - Dedicated - 2-wire VG										
2-Wire VG - per mile per month	1L5XX	\$0.03	\$0.0100	\$0.02	\$0.03	\$0.04	\$0.03	\$0.03	\$0.04	\$0.02
2-Wire VG - Facility Termination per month	U1TV2	\$18.49	\$26.72	\$17.07	\$27.66	\$19.10	\$21.33	\$18.01	\$21.42	\$18.33
NRC - 2-wire VG - Facility Termination - 1st	U1TV2	\$107.11	\$81.73	\$79.61	\$142.31	\$76.20	\$108.72	\$137.48	\$136.44	\$55.39
NRC - 2-wire VG - Facility Termination - Add'l	U1TV2	\$48.27	\$55.26	\$36.08	\$56.21	\$34.54	\$48.83	\$52.58	\$51.37	\$17.37
NRC - 2-wire VG - Disconnect Charge - 1st	U1TV2	\$37.18	\$31.26	NA	NA	\$28.03	\$38.05	NA	NA	\$27.96
NRC - 2-wire VG - Disconnect Charge - Add'l	U1TV2	\$5.88	\$12.88	NA	NA	\$5.37	\$7.23	NA	NA	\$3.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	\$27.57	NA	\$18.94	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
Interoffice Transport - Dedicated - 4-wire VG										
4-Wire VG - per mile per month	1L5XX	NA	\$0.0100	NA	NA	NA	NA	NA	NA	NA
4-Wire VG - Facility Termination per month	U1TV4	NA	\$23.82	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Facility Termination - 1st	U1TV4	NA	\$81.73	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Facility Termination - Add'l	U1TV4	NA	\$55.26	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Disconnect Charge - 1st	U1TV4	NA	\$31.26	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Disconnect Charge - Add'l	U1TV4	NA	\$12.88	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	\$2.77	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS										
DS0 - per mile per month	1L5XX	\$0.03	\$0.0100	\$0.02	\$0.03	\$0.04	\$0.03	\$0.03	\$0.04	\$0.17
DS0 - Facility Termination per month	U1TD6	\$17.81	\$19.46	\$16.45	\$26.95	\$18.37	\$20.64	\$17.40	\$20.71	\$17.74
NRC - DS0 - Facility Termination - 1st	U1TD6	\$107.11	\$81.74	\$79.61	\$142.31	\$76.20	\$108.72	\$137.48	\$136.44	\$55.39
NRC - DS0 - Facility Termination - Add'l	U1TD6	\$48.27	\$55.26	\$36.08	\$56.21	\$34.54	\$48.83	\$52.58	\$51.37	\$17.37
NRC - DS0 - Disconnect Charge - 1st	U1TD6	\$37.18	\$31.26	NA	NA	\$28.03	\$38.05	NA	NA	\$27.96
NRC - DS0 - Disconnect Charge - Add'l	U1TD6	\$5.88	\$12.88	NA	NA	\$5.37	\$7.23	NA	NA	\$3.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$27.57	NA	\$18.94	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS1										
DS1 - per mile per month	1L5XX	\$0.69	\$0.2035	\$0.31	\$0.45	\$0.78	\$0.66	\$0.58	\$0.76	\$0.35
DS1 - Facility Termination per month	U1TF1	\$79.69	\$93.31	\$63.39	\$55.05	\$93.40	\$74.40	\$71.29	\$94.98	\$75.93

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
TRANSPORT

Attachment 2
Exhibit C
Rates - Page 118

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - DS1-Facility Termination - 1st	U1TF1	\$198.15	\$179.99	\$147.07	\$298.18	\$140.49	\$196.28	\$217.17	\$216.27	\$145.98
NRC - DS1 - Facility Termination - Add'l	U1TF1	\$148.18	\$164.95	\$111.75	\$231.23	\$106.69	\$147.31	\$163.75	\$162.70	\$109.85
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	U1TF1	\$25.44	\$30.54	NA	NA	\$20.00	\$26.56	NA	NA	\$19.55
NRC - DS1 - Facility Termination - Disconnect Charge - Add'l	U1TF1	\$20.42	\$26.97	NA	NA	\$16.34	\$21.61	NA	NA	\$14.99
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - DS1 - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - DS1 - Incremental Charge-Manual Svc Order-Disconnect-1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.31	NA	NA	NA
NRC - DS1 - Incremental Charge-Manual Svc Order-Disconnect-Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS3										
DS3 - per mile per month	1L5XX	\$4.98	\$4.25	\$2.72	\$12.06	\$6.78	\$15.02	\$12.98	\$8.13	\$6.88
DS3 - Facility Termination per month	U1TF3	\$898.15	\$1,130	\$788.00	\$1,112.02	\$1,025.00	\$744.38	\$720.38	\$967.70	\$840.61
NRC - DS3 - Facility Termination - 1st	U1TF3	\$511.77	\$562.06	\$511.10	\$858.75	\$475.31	\$886.74	\$794.94	\$806.72	\$723.44
NRC - DS3 - Facility Termination - Add'l	U1TF3	\$330.92	\$328.16	\$390.77	\$524.95	\$307.62	\$477.76	\$579.55	\$423.45	\$409.58
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	U1TF3	\$121.72	\$112.44	\$122.31	NA	\$113.75	\$125.56	NA	NA	\$154.26
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	U1TF3	\$118.54	\$109.19	\$119.14	NA	\$110.80	\$118.79	NA	NA	\$130.74
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	\$64.97	\$91.26	\$54.26	NA
NRC - DS3 - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	\$64.97	\$91.26	\$54.26	NA
NRC - DS3 - Incremental Charge-Manual Svc Order-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	\$27.08	NA	NA	NA
NRC - DS3 - Incremental Charge-Manual Svc Order-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	\$27.08	NA	NA	NA
Interoffice Transport - Dedicated - STS-1										
STS-1 - per mile per month	1L5XX	\$4.98	\$10.25	\$2.75	\$12.06	\$6.78	\$13.48	\$6.29	\$8.13	\$6.88
STS-1 - Facility Termination per month	U1TS1	\$895.41	\$966.49	\$783.63	\$1,088.87	\$1,000.00	\$892.52	\$800.94	\$967.58	\$838.65
NRC - STS-1 - Facility Termination - 1st	U1TS1	\$511.77	\$568.23	\$511.10	\$858.75	\$475.31	\$886.74	\$794.94	\$806.72	\$723.44
NRC - STS-1 - Facility Termination - Add'l	U1TS1	\$330.92	\$328.16	\$390.77	\$524.95	\$307.62	\$477.76	\$579.55	\$423.45	\$409.58
NRC - STS-1 - Facility Termination - Disconnect Charge - 1st	U1TS1	\$121.72	\$112.44	\$122.31	NA	\$113.75	\$125.56	NA	NA	\$154.26
NRC - STS-1 - Facility Termination - Disconnect Charge - Add'l	U1TS1	\$118.54	\$109.19	\$119.14	NA	\$110.80	\$118.79	NA	NA	\$130.74
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	\$64.97	\$91.26	\$54.26	NA
NRC - STS-1 - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	\$64.97	\$91.26	\$54.26	NA
NRC - STS-1 - Incremental Charge-Manual Svc Order-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	\$27.08	NA	NA	NA
NRC - STS-1 - Incremental Charge-Manual Svc Order-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	\$27.08	NA	NA	NA
Interoffice Transport - Dedicated - OC3										
OC3 - per mile per month	TBD	\$4.98	\$8.38	\$4.37	\$28.56	\$23.89	\$18.35	\$24.69	\$9.75	\$13.45
OC3 - Facility Termination per month	TBD	\$898.15	\$3,043	\$2,187.00	\$1,493	\$2,990.00	\$1,892.00	\$611.36	\$2,802	\$2,124.00
NRC - OC3 - Facility Termination - 1st	TBD	\$511.77	\$876.46	\$819.29	\$1,543	\$927.35	\$1,283.00	\$1,411	\$915.64	\$950.10
NRC - OC3 - Facility Termination - Add'l	TBD	\$330.92	\$314.49	\$317.38	\$661.23	\$304.90	\$404.94	\$542.73	\$410.02	\$311.39
NRC - OC3 - Facility Termination - Disconnect Charge - 1st	TBD	\$121.72	\$112.44	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36
NRC - OC3 - Facility Termination - Disconnect Charge - Add'l	TBD	\$118.54	\$109.19	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA

**BELLSOUTHSPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
TRANSPORT**

Attachment 2
Exhibit C
Rates - Page 119

DESCRIPTION

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-1st		SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Add'l		SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect		SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-Add'l		SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
Interoffice Transport - Dedicated - OC12											
OC12 - per mile per month											
OC12 - Facility Termination		TBD	\$19.26	\$26.91	\$15.05	\$84.88	\$74.44	\$60.42	\$30.38	\$32.52	\$49.80
NRC - OC12 - Facility Termination - 1st		TBD	\$9.763	\$11.685	\$8,202.00	\$12,344	\$11,517.00	\$7,182.00	\$2,122	\$11,132	\$8,015.00
NRC - OC12 - Facility Termination - Add'l		TBD	\$1,036	\$1,095	\$1,034.00	\$1,399	\$1,147.00	\$1,598.00	\$1,722	\$1,131	\$1,176.00
NRC - OC12 - Facility Termination - Disconnect Chg - 1st		TBD	\$317.48	\$314.49	\$317.38	\$516.89	\$304.90	\$404.94	\$542.73	\$410.02	\$311.39
NRC - OC12 - Facility Termination - Disconnect Chg - Add'l		TBD	\$121.72	\$112.44	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36
NRC - Manual Svc Order, per LSR		TBD	\$118.54	\$109.19	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59
NRC - Manual Svc Order, per LSR disconnect		SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Electronic Svc Order, per LSR		SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect		SOME	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-1st		SOMAN	\$38.48	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Add'l		SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-1st		SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-Add'l		SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
Interoffice Transport - Dedicated - OC48											
OC48 - per mile per month											
OC48 - Facility Termination per month		TBD	\$30.65	\$34.66	\$25.70	\$138.02	\$128.59	\$102.43	\$120.02	\$45.92	\$106.55
NRC - OC48 - Interface OC12 on OC48 - 1st		TBD	\$11.691	\$12.554	\$11,134.00	\$16,017.00	\$14,950.00	\$11,480.00	\$1,677	\$967.58	\$11,632.00
NRC - OC48 - Interface OC12 on OC48 - Add'l		TBD	\$1,424	\$1,208	\$1,137.00	\$1,497.00	\$1,451.00	\$1,351.00	\$582.66	\$1,561	\$1,170.00
NRC - OC48 - Facility Termination - 1st		TBD	\$1,036	\$1,095	\$1,034.00	\$1,713.00	\$1,147.00	\$1,598.00	\$1,722	\$1,131	\$1,176.00
NRC - OC48 - Facility Termination - Add'l		TBD	\$317.48	\$314.49	\$317.38	\$516.89	\$304.90	\$404.94	\$542.73	\$410.02	\$311.39
NRC - OC48 - Interface OC12 on OC48 - 1st		TBD	\$540.10	\$547.98	\$539.36	\$844.21	\$532.13	\$729.04	\$400.38	\$635.04	\$544.55
NRC - OC48 - Interface OC12 on OC48 - Add'l		TBD	\$317.48	\$314.49	\$317.38	\$516.89	\$304.90	\$404.94	\$400.38	\$410.02	\$311.39
NRC - OC48 - Facility Termination - Disconnect Chg - 1st		TBD	\$121.72	\$112.44	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36
NRC - OC48 - Facility Termination - Disconnect Chg - Add'l		TBD	\$118.54	\$109.19	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st		TBD	\$121.72	\$112.44	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l		TBD	\$118.54	\$109.19	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59
NRC - Manual Svc Order, per LSR		SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect		SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR		SOME	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect		SOME	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Cost - Manual Svc Order vs. Electronic-1st		SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC48 - Incremental Cost - Manual Svc Order vs. Electronic-Add'l		SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC48 - Interface - Incremental Cost - Manual Svc Order vs. Electronic-1st		SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC48 - Interface - Incremental Cost - Manual Svc Order vs. Electronic-Add'l		SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st		SOMAN	\$121.72	NA	\$119.03	NA	NA	NA	\$131.65	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l		SOMAN	\$118.54	NA	\$119.03	NA	NA	NA	\$128.19	NA	NA
NRC - OC48 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-1st		SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
NRC - OC48 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-Add'l		SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
NRC - OC48-Interface-Incremental Cost-Manual Svc. Order vs. Elec-Disconn		SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
NRC - OC48-Interface-Incremental Cost-Manual Svc. Order vs. Elec-Disconn		SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
UNBUNDLED DEDICATED TRANSPORT - Local Channel											
Local Channel - Dedicated - 2-Wire VG											
Monthly Recurring per month		ULD/V2	\$14.61	\$26.31	\$13.91	\$22.26	\$14.94	\$17.83	\$14.83	\$18.83	\$19.02
Zone 1		TBD	NA	NA	\$11.91	NA	NA	NA	NA	NA	\$16.42
Zone 2		TBD	NA	NA	\$13.83	NA	NA	NA	NA	NA	\$20.66
Zone 3		TBD	NA	NA	\$21.98	NA	NA	NA	NA	NA	\$29.61
Zone 4		TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG - 1st		ULD/V2	\$494.65	\$389.37	\$382.95	\$585.15	\$347.49	\$487.62	\$553.80	\$554.00	\$199.33

**BELLSOUTHSPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
TRANSPORT**

Attachment 2
Exhibit C
Rates - Page 120

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-wire VG - Add'l	ULDV2	\$88.44	\$66.88	\$62.40	\$98.53	\$59.75	\$84.35	\$89.69	\$88.58	\$24.16
NRC - 2-Wire VG - Disconnect Chg - 1st	ULDV2	\$77.81	\$68.45	NA	\$11.99	\$53.68	\$77.69	NA	NA	\$54.81
NRC - 2-Wire VG - Disconnect Chg - Add'l	ULDV2	\$7.63	\$5.97	NA	NA	\$6.60	\$8.95	NA	NA	\$4.80
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMAN	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$42.17	\$43.75	NA
NRC - 2-Wire VG - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$18.37	NA	\$8.42	NA	\$8.06	\$11.34	\$12.78	\$13.55	NA
NRC - 2-Wire VG - Incremental Charge-Manual Svc Order-Disconnect	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
Local Channel - Dedicated - 4-Wire VG										
Monthly Recurring per month	ULDD6	\$15.77	\$27.48	\$14.99	\$23.38	\$16.21	\$19.03	\$15.87	\$18.05	\$20.14
Zone 1	TBD	NA	NA	\$12.90	NA	NA	NA	NA	NA	\$17.38
Zone 2	TBD	NA	NA	\$14.90	NA	NA	NA	NA	NA	\$21.88
Zone 3	TBD	NA	NA	\$23.68	NA	NA	NA	NA	NA	\$31.36
Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG - 1st	ULDD6	\$502.43	\$390.25	\$368.44	\$585.15	\$352.75	\$495.25	\$562.23	\$562.46	\$201.53
NRC - 4-Wire VG - Add'l	ULDD6	\$96.68	\$67.75	\$64.05	\$98.53	\$61.33	\$86.56	\$92.67	\$91.57	\$24.83
NRC - 4-Wire VG - Disconnect Chg - 1st	ULDD6	\$78.71	\$69.32	NA	NA	\$54.36	\$78.58	NA	NA	\$55.52
NRC - 4-Wire VG - Disconnect Chg - Add'l	ULDD6	\$8.53	\$6.85	NA	NA	\$7.28	\$9.84	NA	NA	\$5.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	\$3.50	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$42.17	\$43.64	NA
NRC - 4-Wire VG - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$18.73	NA	\$8.42	NA	\$8.06	\$11.34	\$12.78	\$13.55	NA
NRC - 4-Wire VG - Incremental Charge-Manual Svc Order-Disconnect	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
Local Channel - Dedicated - DS1										
DS1 Monthly Recurring per month	ULDF1	\$35.52	\$42.98	\$38.36	\$43.80	\$43.80	\$38.91	\$35.68	\$37.20	\$40.27
DS1 per mile per month	1L5NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Zone 1	TBD	NA	NA	\$33.02	NA	NA	NA	NA	NA	\$34.78
Zone 2	TBD	NA	NA	\$38.13	NA	NA	NA	NA	NA	\$43.75
Zone 3	TBD	NA	NA	\$60.60	NA	NA	NA	NA	NA	\$62.70
Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - 1st	ULDF1	\$503.57	\$357.86	\$356.15	\$538.95	\$348.58	\$494.83	\$534.48	\$534.81	\$277.35
NRC - DS1 - Add'l	ULDF1	\$442.84	\$309.95	\$312.89	\$484.94	\$300.30	\$435.28	\$462.69	\$462.81	\$233.28
NRC - DS1 - Disconnect Chg - 1st	ULDF1	\$48.28	\$41.46	NA	NA	\$24.15	\$46.85	NA	NA	\$33.18
NRC - DS1 - Disconnect Chg - Add'l	ULDF1	\$32.18	\$28.51	NA	NA	\$21.31	\$33.02	NA	NA	\$22.30
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$61.95	NA	\$44.22	NA	\$42.34	\$59.58	\$86.15	\$87.99	NA
NRC - DS1 - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$0.00	NA	NA	NA	NA	NA	\$1.77	\$3.11	NA
NRC - DS1 - Incremental Charge-Manual Svc Order-Disconnect	SOMAN	\$29.27	NA	NA	NA	\$19.48	\$27.51	NA	NA	NA
Local Channel - Dedicated - DS3										
DS3 per mile per month	1L5NC	\$8.44	\$9.32	\$6.92	\$34.00	\$8.77	NA	NA	\$12.08	\$23.76
DS3 - Facility Termination per month	ULDF3	\$535.92	\$560.39	\$515.91	\$635.09	\$573.23	\$533.33	\$498.87	\$493.31	\$607.28
NRC - DS3 - Facility Termination - 1st	ULDF3	\$640.54	\$910.45	\$639.50	\$1,091.00	\$594.71	\$526.67	\$562.25	\$735.42	\$726.16
NRC - DS3 - Facility Termination - Add'l	ULDF3	\$426.28	\$532.19	\$428.40	\$661.23	\$396.54	\$493.71	\$527.88	\$519.31	\$411.64
NRC - DS3 - Facility Termination - Disconnect - 1st	ULDF3	\$121.72	\$112.44	\$122.31	NA	\$113.75	\$42.41	NA	NA	\$103.36
NRC - DS3 - Facility Termination - Disconnect - Add'l	ULDF3	\$118.54	\$156.12	\$119.14	NA	\$110.80	\$40.87	NA	NA	\$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99

BELLSOUTHSPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
TRANSPORT

Attachment 2
Exhibit C
Rates - Page 121

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	\$31.49	\$56.25	\$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	\$31.49	\$56.25	\$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect - 1st	SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	\$25.35	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	\$25.35	NA	NA	NA
Local Channel - Dedicated - STS-1										
STS-1 - per mile per month	1L5NC	\$8.44	\$9.32	\$6.92	\$30.04	\$8.77	\$38.98	NA	\$12.08	\$25.11
STS-1 - Facility Termination per month	ULDFS	\$525.40	\$569.67	\$517.56	\$610.64	\$558.00	\$531.39	\$512.00	\$481.14	\$615.65
NRC - STS-1 - Facility Termination - 1st	ULDFS	\$640.54	\$910.45	\$639.50	\$1,085.09	\$594.71	\$1,084.33	\$757.25	\$735.42	\$1,085.73
NRC - STS-1 - Facility Termination - Add'l	ULDFS	\$426.82	\$532.19	\$426.40	\$682.61	\$396.54	\$682.13	\$534.95	\$519.31	\$683.01
NRC - STS-1 - Facility Termination - Disconnect - 1st	ULDFS	\$121.72	\$223.20	\$122.31	NA	\$113.75	\$42.41	NA	NA	\$103.36
NRC - STS-1 - Facility Termination - Disconnect - Add'l	ULDFS	\$118.54	\$156.12	\$119.14	NA	\$110.80	\$40.87	NA	NA	\$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	\$31.49	\$55.00	\$54.26	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	\$31.49	\$55.00	\$54.26	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order-Disconnect - 1st	SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	\$25.35	NA	NA	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	\$25.35	NA	NA	NA
Local Channel - Dedicated - OC3										
OC3 - per mile per month	TBD	\$7.09	\$9.08	\$5.82	\$28.56	\$25.48	\$35.55	\$24.69	\$10.15	\$19.95
OC3 Facility Termination per month	TBD	\$1,123	\$651.40	\$914.22	\$1,493.00	\$1,179.00	\$873.23	\$611.38	\$493.31	\$1,263.00
NRC - OC3 - Facility Termination - 1st	TBD	\$949.63	\$974.02	\$947.69	\$1,543.00	\$1,025.00	\$1,427.00	\$1,411	\$735.42	\$1,050.00
NRC - OC3 - Facility Termination - Add'l	TBD	\$413.38	\$412.05	\$413.00	\$661.23	\$402.63	\$549.17	\$542.73	\$519.31	\$411.64
NRC - OC3 - Facility Termination - Disconnect Chg - 1st	TBD	\$121.72	\$112.44	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36
NRC - OC3 - Facility Termination - Disconnect Chg - Add'l	TBD	\$118.54	\$109.19	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC3 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
Local Channel - Dedicated - OC12										
OC12 - per mile per month	TBD	\$10.13	\$11.18	\$8.31	\$40.80	\$36.40	\$50.79	\$30.38	\$14.50	\$28.51
OC12 Facility Termination per month	TBD	\$5,630	\$2,068	\$3,185.00	\$4,492.00	\$3,895.00	\$3,414.00	\$2,122	\$4,414	\$7,158.00
NRC - OC12 - Facility Termination - 1st	TBD	\$1,165	\$1,193	\$1,162.00	\$1,858.00	\$1,245.00	\$1,742.00	\$1,722	\$1,259	\$1,276.00
NRC - OC12 - Facility Termination - Add'l	TBD	\$413.38	\$412.05	\$413.00	\$661.23	\$402.63	\$549.17	\$542.73	\$505.88	\$411.64
NRC - OC12 - Facility Termination - Disconnect Chg - 1st	TBD	\$121.72	\$112.44	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36
NRC - OC12 - Facility Termination - Disconnect Chg - Add'l	TBD	\$118.54	\$109.19	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC12 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC12 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
NRC - OC12 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA

**BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
TRANSPORT**

Attachment 2
Exhibit C
Rates - Page 122

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Local Channel - Dedicated - OC48										
OC48 per mile per month	TBD	\$33.22	\$36.67	\$27.25	\$133.84	\$119.40	\$166.59	\$120.02	\$47.57	\$93.50
OC48 Facility Termination per month	TBD	\$1,699	\$1,699	\$1,671.00	\$2,156.00	\$2,311.00	\$1,768.00	\$1,677	\$1,842	\$1,853.00
OC48 - Interface OC12 on OC48 per month	TBD	\$699.62	\$592.09	\$558.07	\$728.81	\$706.85	\$668.36	\$582.66	\$773.40	\$572.61
NRC - OC48 - Facility Termination - 1st	TBD	\$1,165	\$1,193	\$1,162.00	\$1,858.00	\$1,245.00	\$1,742.00	\$1,722	\$1,259	\$1,276.00
NRC - OC48 - Facility Termination - Add'l	TBD	\$413.38	\$412.05	\$413.00	\$661.23	\$402.63	\$549.17	\$542.73	\$505.88	\$411.64
NRC - OC48 - Interface OC12 on OC48 - 1st	TBD	\$540.10	\$547.98	\$539.36	\$844.21	\$532.13	\$729.04	\$720.81	\$635.04	\$544.55
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBD	\$317.48	\$314.49	\$317.38	\$516.89	\$304.94	\$404.94	\$400.38	\$410.02	\$311.39
NRC - OC48 - Facility Termination - Disconnect Chg - 1st	TBD	\$121.72	\$112.44	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$103.36
NRC - OC48 - Facility Termination - Disconnect Chg - Add'l	TBD	\$118.54	\$109.19	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59
NRC - OC48 - Interface OC12 on OC48 - Disconnect Chg - 1st	TBD	\$121.72	\$112.44	\$122.31	NA	\$102.16	\$134.07	\$131.65	NA	\$100.59
NRC - OC48 - Interface OC12 on OC48 - Disconnect Chg - Add'l	TBD	\$118.54	\$109.19	\$119.14	NA	\$99.46	\$130.59	\$128.19	NA	\$100.59
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Charge - Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC48 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC48 - Interface-Incremental Cost-Manual Svc. Order vs. Electronic-1	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC48 - Interface-Incremental Cost-Manual Svc. Order vs. Electronic-A	SOMAN	\$38.48	NA	\$37.55	NA	\$50.25	\$68.62	\$69.34	\$54.26	NA
NRC - OC48 - Incremental Charge - Manual Svc Order-Disconnect-1st	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
NRC - OC48 - Incremental Charge - Manual Svc Order-Disconnect-Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
NRC - OC48 - Interface-Incremental Cost-Manual Svc. Order vs. Electronic-D	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
NRC - OC48 - Interface-Incremental Cost-Manual Svc. Order vs. Electronic-D	SOMAN	\$19.03	NA	\$18.03	NA	\$20.94	\$28.59	\$29.76	NA	NA
DS3 Channelization (DS3 to DS1)										
per Channelized System (28 DS1) per month	MO3	\$225.36	\$222.61	\$202.91	\$236.32	\$244.37	\$229.30	\$236.35	\$200.01	\$225.59
NRC - 1st	MO3	\$265.87	\$259.20	\$268.81	\$425.41	\$247.30	\$356.80	\$331.54	\$321.54	\$265.08
NRC - Add'l	MO3	\$188.51	\$299.24	\$190.84	\$303.33	\$175.57	\$247.40	\$241.81	\$234.30	\$185.94
NRC - 1st - Disconnect	MO3	\$11.67	\$189.04	\$73.29	NA	\$67.42	\$79.94	NA	NA	\$61.09
NRC - Add'l - Disconnect	MO3	\$0.95	\$186.37	\$60.61	NA	\$49.13	\$65.20	NA	NA	\$50.31
per interface per month (COC)	UC1D1	\$17.22	\$14.51	\$0.67	\$8.52	\$15.49	\$5.58	\$16.29	\$11.99	\$3.91
NRC - 1st	UC1D1	\$12.05	\$13.26	\$12.15	\$15.86	\$11.18	\$15.85	\$12.39	\$12.05	\$12.61
NRC - Add'l	UC1D1	\$8.69	\$9.50	\$8.76	\$11.36	\$8.06	\$11.35	\$8.93	\$8.68	\$9.03
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - 1st	SOMAN	\$15.61	NA	\$14.91	NA	\$13.71	\$26.95	\$25.51	\$25.59	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - Add'l	SOMAN	\$7.39	NA	\$6.63	NA	\$6.09	\$11.98	\$8.37	\$8.92	NA
Incremental Cost-Manual Svc. Order vs. Elect-Disconnect - 1st	SOMAN	\$71.76	NA	\$10.82	NA	\$9.94	\$16.97	NA	NA	NA
Incremental Cost-Manual Svc. Order vs. Elect-Disconnect - Add'l	SOMAN	\$52.03	NA	NA	NA	NA	NA	NA	NA	NA
DS1 Channelization (DS1 to DS0)										
per Channelized System (24 DS0) per month	MO1	\$136.82	\$154.74	\$126.22	\$200.01	\$126.66	\$146.87	\$158.01	\$147.51	\$165.21
NRC - 1st	MO1	\$197.98	\$183.57	\$200.39	\$302.82	\$184.35	\$271.52	\$228.01	\$220.89	\$197.21
NRC - Add'l	MO1	\$123.12	\$126.16	\$124.93	\$184.20	\$114.94	\$164.56	\$141.88	\$137.15	\$119.99
NRC - 1st - Disconnect	MO1	\$11.67	\$19.68	\$28.95	NA	\$28.86	\$36.38	\$34.55	NA	\$25.66
NRC - Add'l - Disconnect	MO1	\$0.95	\$18.29	\$18.43	NA	\$18.37	\$22.82	\$21.14	NA	\$15.81
- Interface (COC)										
per OC48-DP(data) card per month (2.4-64kbs)	1D1DD	\$1.66	\$2.22	\$1.06	\$2.94	\$1.94	\$2.86	\$2.03	\$2.34	\$2.46
NRC - 1st	1D1DD	\$12.05	\$13.26	\$12.15	\$15.86	\$11.18	\$15.85	\$12.39	\$12.05	\$12.61
NRC - Add'l	1D1DD	\$8.69	\$9.50	\$8.76	\$11.36	\$8.06	\$11.35	\$8.93	\$8.68	\$9.03
per BRITE card per month	UC1CA	\$3.41	\$3.86	\$3.41	\$4.04	\$4.18	\$3.88	\$3.76	\$4.21	\$3.33
NRC - 1st	UC1CA	\$12.05	\$13.26	\$12.15	\$15.86	\$12.29	\$15.85	\$15.76	\$12.05	\$12.61
NRC - Add'l	UC1CA	\$8.69	\$9.50	\$8.76	\$11.36	\$8.80	\$11.35	\$11.28	\$8.68	\$9.03

BELLSOUTHSPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
TRANSPORT

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
per VG card per month (DSO)	ID1VG	\$0.86	\$1.46	\$2.20	\$1.40	\$1.06	\$1.45	\$1.28	\$1.47	\$1.25
NRC - 1st	ID1VG	\$12.05	\$13.26	\$12.15	\$15.86	\$11.18	\$15.85	\$12.39	\$12.05	\$12.61
NRC - Add'l	ID1VG	\$8.69	\$9.50	\$8.76	\$11.36	\$8.06	\$11.35	\$8.93	\$8.68	\$9.03
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMAN	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - 1st	SOMAN	\$15.61	NA	\$14.91	NA	\$13.71	\$26.95	\$25.51	\$25.59	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - Add'l	SOMAN	\$7.39	NA	\$6.63	NA	\$6.09	\$11.98	\$8.37	\$8.92	NA
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	\$30.18	NA	\$10.82	NA	\$9.94	\$16.97	NA	NA	NA
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	\$18.86	NA	NA	NA	NA	NA	NA	NA	NA
UNBUNDLED DARK FIBER	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Dark Fiber - Interoffice (four fiber strands) per route mile or fraction thereof, per mo	1L5DF	\$25.80	\$29.28	\$24.96	\$31.95	\$32.28	\$33.93	\$29.86	\$36.75	\$28.60
NRC - Per each four-fiber dark fiber arrangement - 1st	UDF14	\$1,739.00	\$1,289	\$1,737.00	\$1,741.00	\$1,746.00	\$1,741.00	\$1,738.00	\$1,747.00	\$1,742.00
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDF14	\$563.09	\$277.98	\$562.39	\$563.75	\$565.20	\$563.79	\$562.82	\$565.53	\$564.08
NRC - Disconnect--1st	UDF14	NA	\$592.25	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect--Add'l	UDF14	NA	\$369.22	NA	NA	NA	NA	NA	NA	NA
Dark Fiber - Local Channel/Loop (four fiber strands) per route mile or fraction thereof	1L5DC	\$70.82	\$59.03	\$54.63	\$49.07	\$64.72	\$71.55	\$56.47	\$100.37	\$60.06
NRC - Per each four-fiber dark fiber arrangement - 1st	UDFC4	\$1,739.00	\$1,289	\$1,737.00	\$1,741.00	\$1,746.00	\$1,741.00	\$1,738.00	\$1,747.00	\$1,742.00
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDFC4	\$563.09	\$277.98	\$562.39	\$563.75	\$565.20	\$563.79	\$562.82	\$565.53	\$564.08
NRC - Disconnect--1st	UDFC4	NA	\$592.25	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect--Add'l	UDFC4	NA	\$369.22	NA	NA	NA	NA	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
UNBUNDLED LOOP COMBINATIONS										
Unbundled Loop/Port Combinations (Note 4)										
MARKET RATES (INCLUDING ALL VERTICAL FEATURES) (Note 1)										
Density Zone 1 / Top 8 MILEs in BellSouth Region Customers with 4 or more DS0 Equivalent			Orlando, Ft. Lauderdale, Miami	Atlanta		New Orleans		Greensboro- Winston Salem- Highpoint/ Charlotte- Gastonia-Rock Hill		Nashville
Currently Combined (Note2)										
2-Wire Voice Grade Loop with 2-Wire Line Port (Res. and Bus.)										
2-Wire Voice Grade Line Port (Res.), per month										
2-wire voice unbundled port - residence	UEPRL	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-wire voice unbundled port with caller ID - residence	UEPRC	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-wire voice unbundled port outgoing only - residence	UEPRO	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA	\$14.00	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA	NA	NA	NA	\$14.00	NA	NA	NA	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA	NA	NA	NA	\$14.00	NA	NA	NA	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW6)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-wire voice unbundled res. low usage line port with Caller ID (LUM)	UEPAP	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-Wire Voice Grade Line Port (Bus.), per month										
2-wire voice unbundled port without Caller ID	UEPBL	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-wire voice unbundled outgoing only port	UEPBO	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-wire voice unbundled area plus port with Caller ID	UEPBM	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-wire voice unbundled incoming only port with Caller ID	UEPBT	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA	NA	NA	NA	\$14.00	NA	NA	NA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-Wire Voice Grade Loop (SL1) (Res. and Bus.)										
RC - 2-Wire Voice Grade Loop - Statewide	UEPLX	NA	NA	NA	NA	NA	NA	\$14.18	NA	NA
RC - 2-Wire Voice Grade Loop Zone 1	UEPLX	NA	\$13.75	\$10.80	NA	\$14.05	NA	NA	NA	\$15.92
RC - 2-Wire Voice Grade Loop Zone 2	UEPLX	NA	\$20.13	\$12.47	NA	\$24.14	NA	NA	NA	\$20.79
RC - 2-Wire Voice Grade Loop Zone 3	UEPLX	NA	\$44.40	\$19.83	NA	\$49.30	NA	NA	NA	\$27.18
Combination Rates										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	\$28.18	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	NA	\$27.75	\$24.80	NA	\$28.05	NA	NA	NA	\$29.92
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	NA	\$34.13	\$26.47	NA	\$38.14	NA	NA	NA	\$34.79

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
LOOP/PORT COMBINATIONS

Attachment 2
Exhibit C
Rates - Page 125

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Zone 3 (Note 6)	Note 8	NA	\$58.40	\$33.83	NA	\$63.30	NA	NA	NA	\$41.18
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch as is	TBD	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch as is	TBD	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch with change	TBD	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch with change	TBD	NA	\$41.50	\$41.50	NA	\$41.50	NA	\$41.50	NA	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	TBD	NA	\$10.00	\$10.00	NA	\$10.00	NA	\$10.00	NA	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS Interactive Interfaces	SOMEC	NA	\$3.50	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - 1st	SOMAN	NA	\$19.99	\$33.76	NA	\$31.92	NA	\$40.18	NA	\$30.89
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - Add'l	SOMAN	NA	\$19.99	\$7.88	NA	\$7.32	NA	\$9.45	NA	\$7.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update Electronic	TBD	NA	TBD	TBD	NA	\$2.11	NA	\$1.42	NA	TBD
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update Manual Service Order	TBD	NA	TBD	TBD	NA	\$5.12	NA	\$10.27	NA	TBD
NRC - Incremental Manual Service Order Disconnect	TBD	NA	\$20.00	\$20.00	NA	\$20.00	NA	\$20.00	NA	\$20.00
2-Wire Voice Grade Loop - Bus Only with 2-Wire DID Trunk Port										
2-Wire Line Port - DID Trunk Port, per month	UEPD1	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
2-Wire Voice Grade Loop (SL2)	UEGD1	NA	NA	NA	NA	NA	NA	\$11.76	NA	NA
RC - 2-Wire Voice Grade Loop - Statewide	UEGD1	NA	\$18.28	\$18.84	NA	\$17.65	NA	NA	NA	\$15.92
RC - 2-Wire Voice Grade Loop Zone 1	UEGD1	NA	\$22.34	\$19.45	NA	\$30.32	NA	NA	NA	\$20.79
RC - 2-Wire Voice Grade Loop Zone 2	UEGD1	NA	\$27.97	\$30.92	NA	\$61.93	NA	NA	NA	\$27.18
RC - 2-Wire Voice Grade Loop Zone 3	UEGD1	NA	\$27.97	\$30.92	NA	\$61.93	NA	NA	NA	\$27.18
Combination Rates										
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Statewide	Note 8	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 1 (Note 6)	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 2 (Note 6)	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 3 (Note 6)	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - 1st	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Add'l	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS Interactive Interfaces (Note 7)	SOMEC	NA	\$3.50	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost - Manual Service Order - 1st	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost - Manual Service Order - Add'l	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port										
2-Wire ISDN Digital Port, per month	UEPPB	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
2-Wire ISDN Digital Grade Loop	USL2X	NA	NA	NA	NA	NA	NA	\$19.08	NA	NA
RC - 2-Wire ISDN Digital Grade Loop - Statewide	USL2X	NA	\$32.34	\$21.89	NA	\$21.15	NA	NA	NA	\$15.92
RC - 2-Wire ISDN Digital Grade Loop - Zone 1	USL2X	NA	\$47.35	\$25.27	NA	\$38.32	NA	NA	NA	\$20.79
RC - 2-Wire ISDN Digital Grade Loop - Zone 2	USL2X	NA	\$104.47	\$40.17	NA	\$74.19	NA	NA	NA	\$27.18
RC - 2-Wire ISDN Digital Grade Loop - Zone 3	USL2X	NA	\$104.47	\$40.17	NA	\$74.19	NA	NA	NA	\$27.18
Combination Rates										
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	TBD	NA	TBD
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 1	Note 8	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 2	Note 8	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 3	Note 8	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - 1st conversion	USACB	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Add'l conversion	USACB	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Non Feature Subsequent Activity	USASB	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS Interactive Interfaces (Note 7)	SOMEK	NA	\$3.50	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port										
4 - Wire ISDN DS1 Digital Trunk Port	UEPPP	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
4 - Wire DS1 Digital Loop										
RC - 4 - Wire DS1 Digital Loop - Statewide	USL4P	NA	NA	NA	NA	NA	NA	\$62.71	NA	NA
RC - 4 - Wire DS1 Digital Loop - Zone 1	USL4P	NA	\$64.69	\$55.53	NA	\$56.32	NA	NA	NA	\$57.73
RC - 4 - Wire DS1 Digital Loop - Zone 2	USL4P	NA	\$94.71	\$64.13	NA	\$96.73	NA	NA	NA	\$75.40
RC - 4 - Wire DS1 Digital Loop - Zone 3	USL4P	NA	\$206.93	\$101.93	NA	\$197.57	NA	NA	NA	\$98.59
Combination Rates										
RC - 4 - Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	TBD	NA	NA
RC - 4 - Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 1	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
RC - 4 - Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 2	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
RC - 4 - Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 3	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
NRC - 4 - Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - 1st conversion	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 4 - Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Addtl conversion	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Channel Activation - Per Channel	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Inward/2way Telephone Numbers	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Outward Telephone Numbers	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Inward Telephone Numbers	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Service Order Per Order	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS Interactive Interfaces (Note 7)	SOMEK	NA	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port										
4 - Wire DID Trunk Port	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
4 - Wire DS1 Digital Loop										
RC - 4 - Wire DS1 Digital Loop - Statewide	TBD	NA	NA	NA	NA	NA	NA	\$62.71	NA	NA
RC - 4 - Wire DS1 Digital Loop - Zone 1	TBD	NA	\$64.69	\$55.53	NA	\$56.32	NA	NA	NA	\$57.73
RC - 4 - Wire DS1 Digital Loop - Zone 2	TBD	NA	\$94.71	\$64.13	NA	\$96.73	NA	NA	NA	\$75.40
RC - 4 - Wire DS1 Digital Loop - Zone 3	TBD	NA	\$206.93	\$101.93	NA	\$197.57	NA	NA	NA	\$98.59
RC - 4 - Wire DS1 Digital Loop with 4-wire DID Trunk Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	TBD	NA	NA
RC - 4 - Wire DS1 Digital Loop with 4-wire DID Trunk Port - Zone 1	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
RC - 4 - Wire DS1 Digital Loop with 4-wire DID Trunk Port - Zone 2	Note 8	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
RC - 4 - Wire DS1 Digital Loop with 4-wire DID Trunk Port - Zone 3	Note 8	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - 1st conversion	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Addtl conversion	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Subsequent Channel Activation - Per Channel	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Telephone Numbers	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Signaling Changes	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Service Order Per Order	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
LOOP/PORT COMBINATIONS

Attachment 2
Exhibit C
Rates - Page 127

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS Interactive Interfaces (Note 7)	SOMEC	NA	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
2-Wire Voice Grade Loop with 2-Wire Line Port PBX										
2-Wire Analog Line Port (PBX), per month										
2-WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	\$14.00	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXF	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXF	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXJ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXM	NA	NA	NA	NA	\$14.00	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT TENNESSEE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DIACOUNT ROOM CALLING PORT	UEPXO	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXP	NA	NA	NA	NA	\$14.00	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX MEASURED PORT	UEPXS	NA	\$14.00	\$14.00	NA	\$14.00	NA	\$14.00	NA	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX COLLEVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	\$14.00
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP									
2-Wire Voice Grade Loop (SL1)	UEPLX	NA	NA	NA	NA	NA	NA	\$14.18	NA	NA
RC - 2-Wire Voice Grade Loop - Statewide										

[illegible]

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
LOOP/PORT COMBINATIONS

Attachment 2
Exhibit C
Rates - Page 129

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LW8)	UEPAJ	NA	NA	NA	NA	NA	NA	NA	\$3.69	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled res, low usage line port with Caller ID (LUM)	UEPAP	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.26	\$3.69	\$1.90
2-Wire Voice Grade Line Port (Bus.), per month	UEPBL	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.26	\$3.69	\$1.90
2-wire voice unbundled port without Caller ID	UEPBC	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.26	\$3.69	\$1.90
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBO	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.26	\$3.69	\$1.90
2-wire voice unbundled outgoing only port	UEPBM	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.26	\$3.69	\$1.90
2-wire voice unbundled area plus port with Caller ID	UEPBI	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.26	\$3.69	\$1.90
2-wire voice unbundled incoming only port with Caller ID	UEPAA	NA	NA	NA	NA	\$2.55	NA	NA	NA	NA
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAB	NA	NA	NA	NA	NA	NA	NA	\$3.69	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)										
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-wire voice unbundled TN Bus 2-WAY Collville and Memphis Local Calling Port (B2F)	UEPAE	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-Wire Voice Grade Loop (SL1)	UEPLX	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop - Statewide	UEPLX	\$14.35	\$13.75	\$10.80	\$14.79	\$14.05	\$14.59	NA	\$17.02	\$15.92
RC - 2-Wire Voice Grade Loop - Zone 1	UEPLX	\$23.31	\$20.13	\$12.47	\$27.68	\$24.14	\$19.33	NA	\$25.68	\$20.78
RC - 2-Wire Voice Grade Loop - Zone 2	UEPLX	\$42.24	\$44.40	\$19.83	\$47.78	\$49.30	\$27.63	NA	\$33.99	\$27.18
RC - 2-Wire Voice Grade Loop - Zone 3	UEPLX	NA	NA	NA	NA	NA	\$38.47	NA	NA	NA
RC - 2-Wire Voice Grade Loop - Zone 4	UEPLX	NA	NA	NA	NA	NA	NA	NA	NA	NA
Combination Rates										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	\$16.46	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	\$16.55	\$15.75	\$12.59	\$17.40	\$16.60	\$16.71	NA	\$20.71	\$17.84
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	\$25.51	\$22.13	\$14.28	\$30.29	\$26.69	\$21.45	NA	\$29.35	\$22.69
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	\$44.44	\$46.40	\$21.62	\$50.39	\$51.85	\$29.75	NA	\$37.68	\$28.08
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	Note 8	NA	NA	NA	NA	NA	\$38.59	NA	NA	NA
RC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch as is	USAC2	\$2.80	\$1.46	\$2.01	\$10.00	\$3.80	\$5.20	\$2.77	\$1.59	\$1.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch as is	USAC2	\$0.41	\$0.93	\$0.3108	\$10.00	\$0.29	\$0.41	\$0.40	\$0.40	\$0.2886
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st, Switch with change	USACC	\$2.80	\$1.46	\$2.01	\$10.00	\$3.80	\$5.20	\$2.77	\$1.59	\$1.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l, Switch with change	USACC	\$0.41	\$0.93	\$0.3108	\$10.00	\$0.29	\$0.41	\$0.40	\$0.40	\$0.2886
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)										
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - 1st	SOMEC	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - Add'l	SOMAN	\$40.71	\$19.99	\$33.67	\$19.99	\$31.92	\$43.52	\$40.18	\$43.19	\$30.89
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update Electronic	SOMAN	\$9.58	\$19.99	\$7.88	\$19.99	\$7.32	\$9.99	\$9.45	\$9.91	\$7.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update Manual Service Order	TBD	\$1.44	TBD	TBD	TBD	\$2.11	\$2.87	\$1.42	\$0.71	\$0.76
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update Manual Service Order	TBD	\$8.25	TBD	TBD	TBD	\$5.12	\$6.88	\$10.27	\$8.91	\$7.97
NRC - Incremental Manual Service Order Disconnect	TBD	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
NRCs for New (not Currently Combined) as ordered in Georgia:										
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	TBD	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	TBD	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	NA	NA	\$10.00	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - 1st	TBD	NA	NA	\$8.45	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - Add'l	TBD	NA	NA	\$3.91	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS Interactive Interfaces (Note 7)	SOMECC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - 1st	TBD	NA	NA	\$37.08	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Add'l	TBD	NA	NA	\$8.19	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update	TBD	NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update	TBD	NA	NA	TBD	NA	NA	NA	NA	NA	NA
Manual Service Order	TBD	NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Disconnect	TBD	NA	NA	\$11.17	NA	NA	NA	NA	NA	NA
2-Wire Voice Grade Loop - Bus Only with 2-Wire DID Trunk Port	UEPD1	TBD	\$9.60	\$11.35	TBD	\$13.12	\$14.63	\$12.12	TBD	\$8.78
2-Wire Voice Grade Loop (SL2)	UECD1	NA	NA	NA	NA	NA	NA	\$11.76	NA	NA
RC - 2-Wire Voice Grade Loop - Statewide	UECD1	\$17.95	\$18.28	\$16.84	\$17.27	\$17.65	\$18.35	NA	\$21.57	\$15.92
RC - 2-Wire Voice Grade Loop - Zone 1	UECD1	\$22.16	\$22.34	\$19.45	\$32.32	\$30.32	\$24.53	NA	\$32.53	\$20.79
RC - 2-Wire Voice Grade Loop - Zone 2	UECD1	\$52.84	\$27.97	\$30.92	\$55.78	\$61.93	\$34.77	NA	\$43.08	\$27.18
RC - 2-Wire Voice Grade Loop - Zone 3	UECD1	NA	NA	NA	NA	NA	\$45.88	NA	NA	NA
RC - 2-Wire Voice Grade Loop - Zone 4	UECD1	NA	NA	NA	NA	NA	NA	NA	NA	NA
Combination Rates	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	\$23.79	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 1 (Note 6)	Note 8	TBD	\$27.88	\$28.19	TBD	\$30.77	TBD	NA	TBD	\$24.70
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 2 (Note 6)	Note 8	TBD	\$31.94	\$30.80	TBD	\$43.44	TBD	NA	TBD	\$29.57
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 3 (Note 6)	Note 8	TBD	\$42.27	\$42.27	TBD	\$75.05	TBD	NA	TBD	\$35.86
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 4 (Note 6)	Note 8	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire DID Port - 1st	TBD	TBD	\$14.73	\$168.08	TBD	TBD	TBD	\$13.26	TBD	\$8.78
NRC - 2-Wire Voice Grade Loop with 2-Wire DID Port - Add'l	TBD	TBD	\$3.76	\$140.01	TBD	TBD	TBD	\$8.39	TBD	\$5.75
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS Interactive Interfaces (Note 7)	SOMECC	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - 2-Wire Voice Grade Loop with 2-Wire DID Port - Incremental Cost - Manual	TBD	TBD	TBD	\$37.88	TBD	TBD	TBD	\$53.89	TBD	\$41.43
Service Order - 1st	TBD	TBD	TBD	\$16.84	TBD	TBD	TBD	\$11.34	TBD	\$9.80
NRC - 2-Wire Voice Grade Loop with 2-Wire DID Port - Incremental Cost - Manual	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2-Wire ISDN Digital Grade Loop with 2-Wire ISDN Digital Port	UEPPB	\$16.42	\$13.00	\$13.47	\$12.33	\$23.33	\$51.91	\$24.37	\$33.74	\$18.21
2-Wire ISDN Digital Port per month	USL2X	NA	NA	NA	NA	NA	NA	\$19.08	NA	NA
RC - 2-Wire ISDN Digital Grade Loop - Statewide	USL2X	\$23.23	\$32.34	\$21.89	\$23.66	\$21.15	\$21.86	NA	\$26.68	\$15.92
RC - 2-Wire ISDN Digital Grade Loop - Zone 1	USL2X	\$37.74	\$47.35	\$25.27	\$44.28	\$36.32	\$28.97	NA	\$40.24	\$20.79
RC - 2-Wire ISDN Digital Grade Loop - Zone 2	USL2X	\$68.38	\$104.47	\$40.17	\$76.42	\$74.19	\$41.40	NA	\$53.29	\$27.18
RC - 2-Wire ISDN Digital Grade Loop - Zone 3	USL2X	NA	NA	NA	NA	NA	\$54.84	NA	NA	NA
RC - 2-Wire ISDN Digital Grade Loop - Zone 4	USL2X	NA	NA	NA	NA	NA	NA	NA	NA	NA
Combination Rates	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
RC - 2-Wire ISDN Digital Grade Loop with 2-Wire ISDN Digital Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	\$43.45	NA	NA
RC - 2-Wire ISDN Digital Grade Loop with 2-Wire ISDN Digital Port - Zone 1	Note 8	\$39.65	\$45.34	\$35.36	\$35.99	\$44.48	\$73.77	NA	\$80.42	\$34.13
RC - 2-Wire ISDN Digital Grade Loop with 2-Wire ISDN Digital Port - Zone 2	Note 8	\$54.16	\$60.35	\$39.74	\$56.61	\$59.65	\$80.78	NA	\$73.98	\$39.00
RC - 2-Wire ISDN Digital Grade Loop with 2-Wire ISDN Digital Port - Zone 3	Note 8	\$84.80	\$117.47	\$53.64	\$88.75	\$97.52	\$93.31	NA	\$87.03	\$45.39
RC - 2-Wire ISDN Digital Grade Loop with 2-Wire ISDN Digital Port - Zone 4	Note 8	NA	NA	NA	NA	NA	\$108.55	NA	NA	NA
NRC - 2-Wire ISDN Digital Grade Loop/2-Wire ISDN Digital Port - 1st conversion	USACB	TBD	\$3.02	TBD	TBD	TBD	TBD	\$174.35	TBD	\$117.23

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
LOOP/PORT COMBINATIONS

Attachment 2
Exhibit C
Rates - Page 131

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Add'l conversion	USACB	TBD	\$2.49	TBD	TBD	TBD	TBD	\$174.35	TBD	\$117.23
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Non Feature Subsequent Activity	USASB	TBD	TBD	TBD	TBD	TBD	TBD	\$296.15	TBD	\$212.88
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS Interactive Interfaces (Note 7)	SOMECC	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port										
4 - Wire ISDN DS1 Digital Trunk Port	UEPPP	\$188.02	\$125.00	\$163.16	\$275.48	\$194.72	\$213.21	\$179.01	\$214.79	\$78.40
4 - Wire DS1 Digital Loop	USL4P	NA	NA	NA	NA	NA	NA	\$62.71	NA	NA
RC - 4 - Wire DS1 Digital Loop - Statewide	USL4P	\$51.74	\$64.69	\$55.53	\$50.26	\$56.32	\$50.99	NA	\$59.61	\$57.73
RC - 4 - Wire DS1 Digital Loop - Zone 1	USL4P	\$84.05	\$94.71	\$64.13	\$94.06	\$96.73	\$67.58	NA	\$89.90	\$75.40
RC - 4 - Wire DS1 Digital Loop - Zone 2	USL4P	\$152.29	\$208.93	\$101.93	\$162.34	\$197.57	\$96.58	NA	\$119.08	\$98.59
RC - 4 - Wire DS1 Digital Loop - Zone 3	USL4P	NA	NA	NA	NA	NA	\$127.47	NA	NA	NA
RC - 4 - Wire DS1 Digital Loop - Zone 4	USL4P	NA	NA	NA	NA	NA	NA	NA	NA	NA
Combination Rates										
RC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	\$241.72	NA	NA
RC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Port - Zone 1	Note 8	\$237.76	\$189.69	\$218.69	\$325.74	\$251.04	\$264.20	NA	\$274.40	\$196.13
RC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Port - Zone 2	Note 8	\$270.07	\$219.71	\$227.29	\$369.54	\$291.45	\$280.79	NA	\$304.69	\$153.80
RC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Port - Zone 3	Note 8	\$338.31	\$333.93	\$285.09	\$437.82	\$392.29	\$309.79	NA	\$333.85	\$176.99
RC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Port - Zone 4	Note 8	NA	NA	NA	NA	NA	\$340.68	NA	NA	NA
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Port Combination - 1st conversion	USACP	TBD	\$2.00	TBD	TBD	TBD	TBD	\$481.51	TBD	\$328.53
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Port Combination - Add'l conversion	USACP	TBD	\$1.22	TBD	TBD	TBD	TBD	\$481.51	TBD	\$328.53
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Channel Activation - Per Channel	USASP	TBD	\$29.28	TBD	TBD	TBD	TBD	\$98.92	TBD	\$28.39
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Port Combination - Subsequent Inward/2-way Telephone Numbers	PR7TG	TBD	\$0.99	TBD	TBD	TBD	TBD	\$1.17	TBD	\$0.9353
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Port Combination - Subsequent Outward Telephone Numbers	PR7TP	TBD	\$23.20	TBD	TBD	TBD	TBD	\$28.17	TBD	\$22.36
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Port Combination - Subsequent Inward Telephone Numbers	PR7ZT	TBD	\$46.41	TBD	TBD	TBD	TBD	\$56.33	TBD	\$44.71
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Port Combination - Subsequent Service Order Per Order	USASP	TBD	TBD	TBD	TBD	TBD	TBD	\$255.25	TBD	\$189.76
NRC - 2 - Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS Interactive Interfaces (Note 7)	SOMECC	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
4 - Wire DID Digital Loop with 4 - Wire DID Trunk Port										
4 - Wire DID Trunk Port	TBD	TBD	\$63.85	\$120.80	TBD	\$149.27	\$146.48	\$123.52	TBD	\$35.55
4 - Wire DS1 Digital Loop	TBD	NA	NA	NA	NA	NA	NA	\$62.71	NA	NA
RC - 4 - Wire DS1 Digital Loop - Statewide	TBD	\$51.74	\$64.69	\$55.53	\$50.26	\$56.32	\$50.99	NA	\$59.61	\$57.73
RC - 4 - Wire DS1 Digital Loop - Zone 1	TBD	\$84.05	\$94.71	\$64.13	\$94.06	\$96.73	\$67.58	NA	\$89.90	\$75.40
RC - 4 - Wire DS1 Digital Loop - Zone 2	TBD	\$152.29	\$208.93	\$101.93	\$162.34	\$197.57	\$96.58	NA	\$119.08	\$98.59
RC - 4 - Wire DS1 Digital Loop - Zone 3	TBD	NA	NA	NA	NA	NA	\$127.47	NA	NA	NA
RC - 4 - Wire DS1 Digital Loop - Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
Combination Rates										
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Statewide	Note 8	NA	NA	NA	NA	NA	NA	\$186.23	NA	NA
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 1	Note 8	TBD	\$128.54	\$176.33	TBD	\$205.59	\$197.45	NA	TBD	\$93.28
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 2	Note 8	TBD	\$158.56	\$184.93	TBD	\$246.00	\$214.04	NA	TBD	\$110.95
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 3	Note 8	TBD	\$272.78	\$222.73	TBD	\$346.84	\$243.04	NA	TBD	\$134.14
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 4	Note 8	NA	NA	NA	NA	NA	\$273.93	NA	NA	NA
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - 1st conversion	TBD	TBD	TBD	\$519.42	TBD	TBD	TBD	\$490.38	TBD	\$312.91
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Add'l conversion	TBD	TBD	TBD	\$320.64	TBD	TBD	TBD	\$490.38	TBD	\$312.91

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
LOOP/PORT COMBINATIONS

Attachment 2
Exhibit C
Rates - Page 132

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Subsequent Channel Activation - Per Channel	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$148.91	TBD	\$108.87
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Telephone Numbers	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$120.96	TBD	\$88.68
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Signaling Changes	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$29.65	TBD	\$22.92
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Service Order Per Order	TBD	TBD	TBD	TBD	TBD	TBD	TBD	\$127.63	TBD	\$94.88
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS Interactive Interfaces (Note 7)	SOMECH	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Incremental Cost- Manual Service Order - 1st	TBD	TBD	TBD	\$37.88	TBD	TBD	TBD	TBD	TBD	TBD
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Incremental Cost- Manual Service Order - Addtl	TBD	TBD	TBD	\$16.84	TBD	TBD	TBD	TBD	TBD	TBD
2-Wire Voice Grade Loop with 2-Wire Line Port PBX										
2-Wire Analog Line Port (PBX), per month										
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - Residence	UEPRD	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	\$2.20	NA	NA	NA	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA	NA	NA	NA	\$2.55	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXB	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX KENTUCKY ROOM AREA CALLING PORT WITHOUT LUD	UEPXF	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY LUD AREA CALLING PORT	UEPXF	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED PBX KENTUCKY PREMIUM CALLING PORT	UEPXG	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY KENTUCKY AREA CALLING PORT WITHOUT LUD	UEPXH	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX LOUISIANA LOCAL OPTIONAL CALLING PORT	UEPXJ	NA	NA	NA	\$2.61	NA	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXN	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX LOUISIANA LOCAL DISCOUNT CALLING PORT	UEPXO	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.69	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL ECONOMY CALLING PORT	UEPXP	NA	NA	NA	NA	\$2.55	NA	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXQ	NA	NA	NA	NA	NA	\$2.12	NA	NA	NA
2-WIRE VOICE UNBUNDLED 2-WAY PBX MISSISSIPPI LOCAL OPTIONAL CALLING PORT	UEPXR	NA	NA	NA	NA	NA	\$2.12	NA	NA	NA

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
LOOP/PORT COMBINATIONS

Attachment 2
Exhibit C
Rates - Page 133

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX MEASURED PORT CALLING PORT	UEPXS	\$2.20	\$2.00	\$1.79	\$2.61	\$2.55	\$2.12	\$2.28	\$3.89	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA	NA	NA	NA	NA	NA	NA	\$3.89	NA
2-WIRE VOICE UNBUNDLED PBX COLLETSVILLE & MEMPHIS CALLING PORT	UEPXU	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGION SERV CALLING PORT	UEPXV	NA	NA	NA	NA	NA	NA	NA	NA	\$1.90
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP									
2-Wire Voice Grade Loop (SL1)										
RC - 2-Wire Voice Grade Loop - Statewide	UEPLX	NA	NA	NA	NA	NA	NA	\$14.18	NA	NA
RC - 2-Wire Voice Grade Loop - Zone 1	UEPLX	\$14.35	\$13.75	\$10.80	\$14.79	\$14.05	\$14.59	NA	\$17.02	\$15.92
RC - 2-Wire Voice Grade Loop - Zone 2	UEPLX	\$23.31	\$20.13	\$12.47	\$27.68	\$24.14	\$19.33	NA	\$25.68	\$20.79
RC - 2-Wire Voice Grade Loop - Zone 3	UEPLX	\$42.24	\$44.40	\$19.83	\$47.76	\$49.30	\$27.63	NA	\$33.99	\$27.18
RC - 2-Wire Voice Grade Loop - Zone 4	UEPLX	NA	NA	NA	NA	NA	\$36.47	NA	NA	NA
Combination Rates										
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA	NA	NA	NA	NA	NA	\$16.46	NA	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	\$16.55	\$15.75	\$12.59	\$16.71	\$16.60	\$16.71	NA	\$20.71	\$17.84
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	\$25.51	\$22.13	\$14.26	\$26.69	\$26.69	\$21.45	NA	\$29.35	\$22.89
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	\$44.44	\$46.40	\$21.62	\$44.44	\$51.85	\$29.75	NA	\$37.68	\$29.08
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	Note 8	NA	NA	NA	NA	NA	\$38.59	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st Switch as is	USAC2	\$2.80	\$1.46	\$2.01	\$10.00	\$3.80	\$5.20	\$2.77	\$1.59	\$1.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add1, Switch as is	USAC2	\$0.41	\$0.93	\$0.3108	\$10.00	\$0.29	\$0.41	\$0.40	\$0.40	\$0.2886
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st Switch with change	USACC	\$2.80	\$1.46	\$2.01	\$10.00	\$3.80	\$5.20	\$2.77	\$1.59	\$1.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add1, Switch with change	USACC	\$0.41	\$0.93	\$0.3108	\$10.00	\$0.29	\$0.41	\$0.40	\$0.40	\$0.2886
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOME	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - 1st	SOMAN	\$40.71	\$19.99	\$33.67	\$19.99	\$31.92	\$43.52	\$40.18	\$43.19	\$30.89
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - Add1	SOMAN	\$9.58	\$19.99	\$7.88	\$19.99	\$7.32	\$0.99	\$9.45	\$9.91	\$7.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update Electronic	TBD	\$1.44	TBD	TBD	TBD	\$2.11	\$2.87	\$1.42	\$0.71	\$0.76
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update Manual Service Order	TBD	\$8.25	TBD	TBD	TBD	\$5.12	\$6.88	\$10.27	\$8.91	\$7.97
NRC - Incremental Manual Service Order Disconnect	TBD	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
NRCs for New (not Currently Combined) as ordered in Georgia:										
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	TBD	NA	NA	\$22.14	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add1	TBD	NA	NA	\$15.25	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	NA	NA	\$10.00	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - 1st	TBD	NA	NA	\$8.45	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - Add1	TBD	NA	NA	\$3.91	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOME	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - 1st	TBD	NA	NA	\$37.06	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Add1	TBD	NA	NA	\$8.19	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update Electronic	TBD	NA	NA	TBD	NA	NA	NA	NA	NA	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update Manual Service Order	TBD	NA	NA	TBD	NA	NA	NA	NA	NA	NA

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
LOOP/PORT COMBINATIONS

Attachment 2
Exhibit C
Rates - Page 134

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Disconnect	TBD	NA	NA	\$11.17	NA	NA	NA	NA	NA	NA
All Other Loop/Port Combinations	TBD	TBD	TBD	Note 2	TBD	TBD	TBD	TBD	TBD	TBD
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX									
NOTES:										
Market Rates will apply in those areas where BellSouth is not required to provide circuit switching pursuant to FCC rules.										
1 In Georgia, rates will apply for Currently Combined as well as not Currently Combined loop/port combinations unless otherwise identified.										
3 In the absence of ordered rates by a State Commission, the recurring rates for Currently Combined combinations of loop/port network elements will be the sum of the recurring rates for the UNEs which make up the combinations, and the nonrecurring rates shall be as set forth in this section.										
4 Usage and Common Transport rates associated with the stand-alone UNE port elements will apply to all combinations of loop/port network elements.										
5 Deleted										
Effective May 1, 2000 statewide rates will be replaced by Deaveraged Loop Rates by Zone where available. Until approximately December 31, 2000 or until such time that BellSouth billing systems have been developed to handle the new zone rate structure, BellSouth will bill at the Zone 1 Deaveraged Loop rate level only. After December 31, 2000 or such time that the billing systems have been developed to handle the new zone rate structure, BellSouth will begin billing pursuant to CLEC-1's interconnection agreement.										
7 In the absence of ordered OSS rates by a state commission, BellSouth will offer regionwide rates										
8 There is not a unique combination USOC. CLEC should submit the loop and port USOCs.										

ENHANCED EXTENDED LINKS (EELs)

	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
New EEL rates are the sum of the individual UNE network elements (Interoffice transport and loop [channelization if applicable]).										
DS1 Interoffice Channel and 2-wire VG Local Loop EEL:										
2-wire analog voice grade loop SL2 and DS1 ded Interoffice transport with channelization										
Zone 1	TBD	\$196.90	TBD	\$99.22	NA	\$208.13	\$229.90	NA	\$264.80	NA
Zone 2	TBD	\$208.11	TBD	\$101.60	NA	\$220.80	\$235.88	NA	\$275.76	NA
Zone 3	TBD	\$231.79	TBD	\$112.08	NA	\$252.41	\$246.32	NA	\$286.31	NA
Zone 4	TBD	NA	NA	NA	NA	NA	\$257.43	NA	NA	NA
Recurring Charges										
2-wire VG Loop per month, statewide	UEAL2	NA	NA	NA	NA	NA	NA	\$15.88	NA	\$26.02
2-wire VG Loop per mile, statewide	1L5ND	NA	\$0.00	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00
2-wire VG Loop per month, Zone 1 (Note 1)	TBD	\$15.24	\$13.75	\$15.40	\$14.79	\$17.65	\$18.35	NA	\$21.57	NA
2-wire VG Loop per month, Zone 2 (Note 1)	TBD	\$24.75	\$20.13	\$17.78	\$27.68	\$30.32	\$24.33	NA	\$32.53	NA
2-wire VG Loop per month, Zone 3 (Note 1)	TBD	\$44.85	\$44.40	\$28.26	\$47.78	\$61.93	\$34.77	NA	\$43.08	NA
2-wire VG Loop per month, Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	\$45.88	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	\$0.2035	\$0.31	NA	\$0.78	NA	\$0.78	NA	\$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	\$93.31	\$63.39	NA	\$93.40	NA	\$93.40	NA	\$75.83
DS1 Channelized System per month	MQ1	NA	\$154.74	\$126.22	NA	\$126.66	NA	\$126.66	NA	\$165.21
Per additional circuit in same DS1, Recurring - Zone 1	TBD	\$19.21	NA	\$17.60	NA	\$19.07	\$18.35	NA	\$23.33	NA
Per additional circuit in same DS1, Recurring - Zone 2	TBD	\$30.42	NA	\$19.98	NA	\$31.74	\$24.33	NA	\$34.29	NA
Per additional circuit in same DS1, Recurring - Zone 3	TBD	\$54.10	NA	\$30.46	NA	\$63.35	\$34.77	NA	\$44.84	NA
Per additional circuit in same DS1, Recurring - Zone 4	TBD	NA	NA	NA	NA	NA	\$45.88	NA	NA	NA
VG (COC) interface card per month	1D1DD	NA	\$2.22	\$2.20	NA	\$1.06	NA	\$1.06	NA	\$1.25
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	NA	\$370.81	\$162.03	NA	\$160.49	NA	\$217.17	NA	\$165.53
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	NA	\$247.73	\$107.76	NA	\$123.03	NA	\$163.75	NA	\$124.84
NRC-2-wire VG Local Loop - 1st	UEAL2	NA	\$271.29	\$137.81	NA	\$128.42	NA	NA	NA	\$192.97
NRC-2-wire VG Local Loop - Add'l	UEAL2	NA	\$104.90	\$91.65	NA	\$93.60	NA	NA	NA	\$140.72
NRC-DS1 Channelization System - 1st	MQ1	NA	\$127.67	\$131.09	NA	\$213.21	NA	\$184.35	NA	\$222.87
NRC-DS1 Channelization System - Add'l	MQ1	NA	\$29.75	\$87.18	NA	\$133.31	NA	\$114.94	NA	\$135.80
NRC-VG(COC)Interface card - 1st	1D1VG	NA	\$12.26	\$12.15	NA	\$11.18	NA	\$12.39	NA	\$12.61
NRC-VG(COC)Interface card - Add'l	1D1VG	NA	\$8.84	\$8.76	NA	\$8.06	NA	\$8.93	NA	\$9.03
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Electronic Svc Order, per LSR	SOMEC	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order, per LSR	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	\$19.99
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - 1st	SOMAN	NA	NA	\$34.00	NA	\$59.93	NA	\$38.07	NA	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	\$27.79	NA	\$32.29	NA	\$38.07	NA	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$20.10	NA	\$19.47	NA	NA	NA	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$11.98	NA	\$8.06	NA	NA	NA	NA
DS1 Interoffice Channel and 4-wire VG Local Loop EEL:										

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit C
Rates - Page 136

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	4-wire analog voice grade loop and DS1 ded interoffice transport with channelization										
	Zone 1	TBD	\$204.34	NA	\$101.17	NA	\$216.32	\$235.35	NA	\$274.14	NA
	Zone 2	TBD	\$129.33	NA	\$110.71	NA	\$233.81	\$242.64	NA	\$289.11	NA
	Zone 3	TBD	\$251.00	NA	\$126.28	NA	\$277.43	\$255.37	NA	\$303.52	NA
	Zone 4	TBD	NA	NA	NA	NA	NA	\$268.93	NA	NA	NA
	Recurring Charges										
	4-wire VG Loop per month, statewide	UEAL4	NA	NA	NA	NA	\$31.52	NA	\$27.20	NA	NA
	4-wire VG Loop per mile, statewide	1L5ND	NA	\$0.00	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00
	4-wire VG Loop, per month, Zone 1 (Note 1)	TBD	\$24.01	\$24.26	\$22.88	\$20.92	\$24.36	\$22.38	NA	\$29.47	\$15.92
	4-wire VG Loop, per month, Zone 2 (Note 1)	TBD	\$39.00	\$35.51	\$26.42	\$39.14	\$41.85	\$29.67	NA	\$44.44	\$20.79
	4-wire VG Loop, per month, Zone 3 (Note 1)	TBD	\$70.67	\$78.35	\$41.99	\$67.56	\$85.47	\$42.40	NA	\$58.85	\$27.18
	4-wire VG Loop, per month, Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	\$55.96	NA	NA	NA
	Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	\$0.2035	\$0.31	NA	\$0.78	NA	\$0.58	NA	\$0.35
	Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	\$93.31	\$63.39	NA	\$93.40	NA	\$71.29	NA	\$75.83
	DS1 Channelized System per month	MQ1	NA	\$154.74	\$18.23	NA	\$126.66	NA	\$158.01	NA	\$165.21
	Per additional circuit in same DS1, Recurring - Zone 1	TBD	26.65	NA	\$24.93	NA	\$27.26	\$22.38	NA	\$32.67	NA
	Per additional circuit in same DS1, Recurring - Zone 2	TBD	41.64	NA	\$28.37	NA	\$44.75	\$29.67	NA	\$47.64	NA
	Per additional circuit in same DS1, Recurring - Zone 3	TBD	54.1	NA	\$43.52	NA	\$88.37	\$42.40	NA	\$62.05	NA
	Per additional circuit in same DS1, Recurring - Zone 4	TBD	NA	NA	NA	NA	NA	\$55.96	NA	NA	NA
	VG (COC) interface card per month	1D1DD	NA	\$1.46	\$2.67	NA	\$1.06	NA	\$1.28	NA	\$1.25
	Non-Recurring Charges - New EEL (Note 2) (Note 3)										
	NRC-DS1 interoffice Facility Termination - 1st	U1TF1	NA	\$370.81	\$162.03	NA	\$160.49	NA	\$534.48	NA	\$165.53
	NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	NA	\$247.73	\$107.76	NA	\$123.03	NA	\$462.69	NA	\$124.84
	NRC-4-wire VG Local Loop - 1st	UEAL2	NA	\$271.29	\$290.91	NA	\$128.42	NA	\$86.50	NA	\$192.97
	NRC-4-wire VG Local Loop - Add'l	UEAL2	NA	\$104.90	\$235.93	NA	\$93.60	NA	\$27.80	NA	\$140.72
	NRC-DS1 Channelization System - 1st	MQ1	NA	\$127.67	\$131.09	NA	\$213.21	NA	\$262.56	NA	\$222.87
	NRC-DS1 Channelization System - Add'l	MQ1	NA	\$29.75	\$87.18	NA	\$133.31	NA	\$163.02	NA	\$135.80
	NRC-VG(COC) interface card - 1st	1D1VG	NA	\$12.26	\$12.15	NA	\$11.18	NA	\$12.39	NA	\$12.61
	NRC-VG(COC) interface card - Add'l	1D1VG	NA	\$8.84	\$8.78	NA	\$8.06	NA	\$8.93	NA	\$9.03
	NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
	NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	\$19.99
	NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	\$59.93	NA	\$25.51	NA	NA
	NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	\$32.29	NA	\$8.37	NA	NA
	NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	\$19.47	NA	NA	NA	NA
	NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	\$8.06	NA	NA	NA	NA
	DS1 Interoffice Channel and 2-wire ISDN Local Loop:	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	Recurring Charges										
	2-wire ISDN Loop per month, statewide	U1L2X	NA	NA	NA	NA	NA	NA	\$27.20	NA	NA
	2-wire ISDN Loop per month, Zone 1 (Note 1)	TBD	\$23.23	\$32.34	\$21.89	\$23.66	\$21.15	\$21.86	TBD	\$26.68	\$15.92
	2-wire ISDN Loop per month, Zone 2 (Note 1)	TBD	\$37.74	\$47.35	\$25.27	\$44.28	\$36.22	\$28.97	TBD	\$40.24	\$20.79
	2-wire ISDN Loop per month, Zone 3 (Note 1)	TBD	\$68.38	\$104.47	\$40.17	\$76.42	\$74.19	\$41.40	TBD	\$53.29	\$27.18
	2-wire ISDN Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	\$54.64	NA	NA	NA
	Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	\$0.2035	\$0.31	NA	\$0.78	NA	\$0.58	NA	\$0.35

BELL SOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit C
Rates - Page 137

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	Interface Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	\$93.31	\$63.39	NA	\$33.40	NA	\$71.29	NA	\$75.83
	DS1 Channelized System per month	MQ1	NA	\$154.74	\$126.22	NA	\$126.66	NA	\$158.01	NA	\$165.21
	2-wire ISDN(BRITE COC) per month	UC1CA	NA	\$3.86	\$3.41	NA	\$4.18	NA	\$3.76	NA	\$3.33
	Non-Recurring Charges - New EEL (Note 2)(Note 3)										
	NRC- DS1 interface Facility Termination - 1st	U1TF1	NA	\$370.81	\$162.03	NA	\$160.49	NA	\$217.17	NA	\$165.53
	NRC- DS1 interface Facility Termination - Add'l	U1TF1	NA	\$247.73	\$107.76	NA	\$123.03	NA	\$163.75	NA	\$124.84
	NRC- 2-wire ISDN Local Loop - 1st	U1L2X	NA	\$271.29	\$137.81	NA	\$223.27	NA	\$276.96	NA	\$58.50
	NRC- 2-wire ISDN Local Loop - Add'l	U1L2X	NA	\$104.90	\$91.65	NA	\$172.63	NA	\$234.99	NA	\$31.00
	NRC-DS1 Channelization System - 1st	MQ1	NA	\$127.67	\$131.09	NA	\$213.21	NA	\$282.56	NA	\$222.87
	NRC-DS1 Channelization System - Add'l	MQ1	NA	\$29.75	\$87.18	NA	\$133.31	NA	\$163.02	NA	\$135.80
	NRC-2-wire BRITE(COC)Interface card -1st	1DIVG	NA	\$12.26	\$12.15	NA	\$12.29	NA	\$15.76	NA	\$12.61
	NRC-2-wire BRITE(COC)Interface card -Add'l	1DIVG	NA	\$8.84	\$8.76	NA	\$8.80	NA	\$11.28	NA	\$9.03
	NRC-DS1 interface channel and 2-wire ISDN Local Loop Combination - Electronic Svc Order, per LSR	SOMEC	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
	NRC-DS1 interface channel and 2-wire ISDN Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	\$19.99
	NRC-DS1 interface channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	\$34.00	NA	\$57.58	NA	\$38.07	NA	NA
	NRC-DS1 interface channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	\$27.79	NA	\$36.31	NA	\$38.07	NA	NA
	NRC-DS1 interface channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$20.10	NA	\$16.12	NA	NA	NA	NA
	NRC-DS1 interface channel and 2-wire ISDN Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$11.98	NA	\$8.06	NA	NA	NA	NA
	DS1 Interface Channel and 4-wire 56 kbps Local Loop:										
	56 kbps loop and DS1 ded interface transport with channelization										
	Zone 1	TBD	\$207.66	NA	\$109.12	NA	\$219.46	\$238.58	NA	\$278.93	NA
	Zone 2	TBD	\$224.73	NA	\$113.21	NA	\$239.20	\$246.91	NA	\$296.34	NA
	Zone 3	TBD	\$280.78	NA	\$131.21	NA	\$288.44	\$281.48	NA	\$313.10	NA
	Zone 4	TBD	NA	NA	NA	NA	NA	\$276.99	NA	NA	NA
	Recurring Charges										
	4-wire 56kbps Loop per month, statewide	UDL56	NA	\$36.98	\$30.72	NA	\$35.58	NA	\$40.12	NA	NA
	4-wire 56 kbps Loop per mile, statewide	1L5ND	NA	\$0.00	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00
	4-wire 56 kbps Loop, per month, Zone 1 (Note 1)	TBD	\$27.33	\$39.08	\$26.44	NA	\$27.50	\$25.61	NA	\$34.26	\$36.45
	4-wire 56 kbps Loop, per month, Zone 2 (Note 1)	TBD	\$44.40	\$57.21	\$30.53	NA	\$47.24	\$33.94	NA	\$51.67	\$45.87
	4-wire 56 kbps Loop, per month, Zone 3 (Note 1)	TBD	\$80.45	\$126.22	\$48.53	NA	\$96.48	\$48.51	NA	\$68.43	\$65.75
	4-wire 56 kbps Loop, per month, Zone 4 (Note 1)	TBD	NA	NA	NA	NA	NA	\$64.02	NA	NA	NA
	Interface Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	\$0.2035	\$0.31	NA	\$0.78	NA	\$0.58	NA	\$0.35
	Interface Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	\$93.31	\$63.39	NA	\$93.40	NA	\$71.29	NA	\$75.83
	DS1 Channelized System per month	MQ1	NA	\$154.74	\$126.22	NA	\$126.66	NA	\$158.01	NA	\$165.21
	Per additional circuit in same DS1, Recurring - Zone 1	TBD	\$29.97	NA	\$28.42	NA	\$30.40	\$28.48	NA	\$37.46	NA
	Per additional circuit in same DS1, Recurring - Zone 2	TBD	\$47.04	NA	\$32.41	NA	\$50.14	\$36.81	NA	\$54.87	NA
	Per additional circuit in same DS1, Recurring - Zone 3	TBD	\$73.31	NA	\$49.94	NA	\$99.38	\$51.38	NA	\$71.63	NA
	Per additional circuit in same DS1, Recurring - Zone 4	TBD	NA	NA	NA	NA	NA	\$66.89	NA	NA	NA
	4-wire 56kbps card COC) per month	1D1DD	NA	\$2.22	\$1.06	NA	\$1.94	NA	\$2.03	NA	\$2.46
	Non-Recurring Charges - New EEL (Note 2) (Note 3)										
	NRC- DS1 interface Facility Termination - 1st	U1TF1	NA	\$370.81	\$162.03	NA	\$160.49	NA	\$217.17	NA	\$165.53
	NRC-DS1 interface Facility Termination - Add'l	U1TF1	NA	\$247.73	\$107.76	NA	\$123.03	NA	\$163.75	NA	\$124.84
	NRC-4-wire 56kbps Local Loop - 1st	UDL56	NA	\$271.29	\$158.86	NA	\$333.28	NA	\$642.74	NA	\$643.00

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit C
Rates - Page 138

	USOC	AL	FL	QA	KY	LA	MS	NC	SC	TN
NRC-4-wire 56kbps Local Loop - Add'l	UDL56	NA	\$104.90	\$279.18	NA	\$230.50	NA	\$421.02	NA	NA
NRC-DS1 Channelization System - 1st	MQ1	NA	\$127.67	\$131.09	NA	\$213.21	NA	\$262.56	NA	\$222.87
NRC-DS1 Channelization System - Add'l	MQ1	NA	\$29.75	\$97.18	NA	\$133.31	NA	\$163.02	NA	\$135.80
NRC-4-wire 56kbps(COC)Interface card - 1st	1D1DD	NA	\$12.26	\$12.15	NA	\$11.18	NA	\$12.39	NA	\$12.61
NRC-4-wire 56kbps(COC)Interface card - Add'l	1D1DD	NA	\$8.84	\$8.76	NA	\$8.06	NA	\$8.93	NA	\$9.03
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMECD	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	\$19.99
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	\$34.00	NA	\$59.93	NA	\$38.07	NA	NA
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	\$27.79	NA	\$32.29	NA	\$38.07	NA	NA
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$20.10	NA	\$19.47	NA	NA	NA	NA
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$11.98	NA	\$8.06	NA	NA	NA	NA
DS1 interoffice Channel and 4-wire 64 kbps Local Loop:										
4-wire analog voice grade loop and DS1 ded interoffice transport with channelization										
Zone 1	TBD	\$204.34	NA	\$109.12	NA	\$219.46	\$238.58	NA	\$278.93	NA
Zone 2	TBD	\$219.33	NA	\$113.21	NA	\$239.20	\$246.91	NA	\$296.34	NA
Zone 3	TBD	\$251.00	NA	\$131.21	NA	\$288.44	\$261.48	NA	\$313.10	NA
Zone 4	TBD	NA	NA	NA	NA	NA	\$276.99	NA	NA	NA
Recurring Charges										
4-wire 64kbps Loop per month, statewide	UDL64	NA	\$36.98	\$30.72	NA	\$35.58	NA	\$40.12	NA	\$42.23
4-wire 64kbps Loop per mile, statewide	1L5ND	NA	\$0.00	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00
4-wire 64kbps Loop per month, Zone 1 (Note 1)	TBD	\$27.33	\$39.08	\$26.44	NA	\$27.50	\$25.61	NA	\$34.26	\$36.45
4-wire 64kbps Loop per month, Zone 2 (Note 1)	TBD	\$44.40	\$57.21	\$30.53	NA	\$47.24	\$33.94	NA	\$51.67	\$54.87
4-wire 64kbps Loop per month, Zone 3 (Note 1)	TBD	\$80.45	\$126.22	\$48.53	NA	\$96.48	\$48.51	NA	\$68.43	\$65.75
4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	\$0.2035	\$0.31	NA	\$0.78	NA	\$0.58	NA	\$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	\$93.31	\$63.39	NA	\$93.40	NA	\$71.29	NA	\$75.83
DS1 Channelized System per month	MQ1	NA	\$154.74	\$18.23	NA	\$126.66	NA	\$158.01	NA	\$165.21
Per additional circuit in same DS1, Recurring - Zone 1	TBD	\$29.97	NA	\$28.42	NA	\$30.40	\$28.48	NA	\$37.46	NA
Per additional circuit in same DS1, Recurring - Zone 2	TBD	\$47.04	NA	\$32.41	NA	\$50.14	\$36.81	NA	\$54.87	NA
Per additional circuit in same DS1, Recurring - Zone 3	TBD	\$73.31	NA	\$49.94	NA	\$99.38	\$51.38	NA	\$71.63	NA
Per additional circuit in same DS1, Recurring - Zone 4	TBD	NA	NA	NA	NA	NA	\$66.89	NA	NA	NA
4-wire 64kbps card COC per month	1D1DD	NA	\$1.06	\$1.06	NA	\$1.94	NA	\$2.03	NA	\$2.46
Non-Recurring Charges - New EEL (Note 2) (Note 3)										
NRC- DS1 interoffice - 1st	U1TF1	NA	\$370.81	\$162.03	NA	\$160.49	NA	\$217.17	NA	\$165.53
NRC- DS1 interoffice - Add'l	U1TF1	NA	\$247.73	\$107.76	NA	\$123.03	NA	\$163.75	NA	\$124.84
NRC-4-wire 64kbps Local Loop - 1st	UDL64	NA	\$271.29	\$458.86	NA	\$333.28	NA	\$642.74	NA	\$192.97
NRC-4-wire 64kbps Local Loop - Add'l	UDL64	NA	\$104.90	\$279.18	NA	\$230.50	NA	\$421.02	NA	\$140.72
NRC-DS1 Channelization System - 1st	MQ1	NA	\$127.67	\$131.09	NA	\$213.21	NA	\$262.56	NA	\$222.87
NRC-DS1 Channelization System - Add'l	MQ1	NA	\$29.75	\$97.18	NA	\$133.31	NA	\$163.02	NA	\$135.80
NRC-4-wire 64kbps(COC)Interface card - 1st	1D1DD	NA	\$12.26	\$12.15	NA	\$11.18	NA	\$12.39	NA	\$12.61
NRC-4-wire 64kbps(COC)Interface card - Add'l	1D1DD	NA	\$8.84	\$8.76	NA	\$8.06	NA	\$8.93	NA	\$9.03
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMECD	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit C
Rates - Page 139

	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	\$19.99
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	\$34.00	NA	\$59.93	NA	\$38.07	NA	NA
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	\$27.79	NA	\$32.29	NA	\$38.07	NA	NA
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$20.10	NA	\$19.47	NA	NA	NA	NA
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$11.98	NA	\$8.06	NA	NA	NA	NA
DS1 Interoffice Channel and DS1 Interoffice Local Loop:										
DS1 Loop per month, State wide	USLXX	NA	\$96.46	\$60.88	NA	\$35.58	NA	\$151.50	NA	NA
DS1 Loop per month, statewide	1L5ND	NA	\$0.00	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00
DS1 Loop per month, Zone 1 (Note 1)	TBD	NA	TBD	\$22.88	NA	TBD	NA	TBD	NA	TBD
DS1 Loop per month, Zone 2 (Note 1)	TBD	NA	TBD	\$26.42	NA	TBD	NA	TBD	NA	TBD
DS1 Loop per month, Zone 3 (Note 1)	TBD	NA	TBD	\$41.99	NA	TBD	NA	TBD	NA	TBD
DS1 Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA	\$0.2035	\$0.31	NA	\$0.78	NA	\$0.58	NA	NA
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA	\$93.31	\$63.39	NA	\$93.40	NA	\$71.29	NA	NA
Non-Recurring Charges - New EEL (Note 2) (Note 3)										
NRC- DS1 interoffice - 1st	U1TF1	NA	\$370.81	\$258.46	NA	\$160.49	NA	\$217.17	NA	NA
NRC- DS1 interoffice - Add'l	U1TF1	NA	\$247.73	\$109.53	NA	\$123.03	NA	\$163.75	NA	NA
NRC-DS1 Local Loop - 1st	USLXX	NA	\$434.24	\$520.02	NA	\$502.73	NA	\$568.96	NA	NA
NRC-DS1 Local Loop - Add'l	USLXX	NA	\$235.29	\$220.38	NA	\$293.92	NA	\$335.56	NA	NA
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR	SOMEK	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	\$19.99
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	\$34.00	NA	\$59.93	NA	\$38.07	NA	NA
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	\$27.79	NA	\$32.29	NA	\$38.07	NA	NA
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$20.10	NA	\$19.47	NA	NA	NA	NA
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$11.98	NA	\$8.06	NA	NA	NA	NA
DS3 Interoffice Channel and DS3 Local Loop:										
DS3 Loop per Facility Termination per month	UE3PX	NA	\$407.58	\$390.34	NA	\$573.23	NA	\$413.09	NA	\$607.28
DS3 Loop per mile	1L5ND	NA	\$11.97	\$8.90	NA	\$8.77	NA	\$11.40	NA	\$23.76
Interoffice Channel - Dedicated - DS3 - Facility Termination per month	1L5XX	NA	\$1.130	\$717.60	NA	\$1,025.00	NA	\$720.38	NA	\$840.61
Interoffice Channel - Dedicated - DS3 - per mile per month	U1TF3	NA	\$4.25	\$0.31	NA	\$6.78	NA	\$12.98	NA	\$6.88
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- DS3 interoffice - 1st	U1TF3	NA	\$682.89	\$674.50	NA	\$589.06	NA	\$794.94	NA	\$877.70
NRC- DS3 interoffice - Add'l	U1TF3	NA	\$288.32	\$437.35	NA	\$418.42	NA	\$579.55	NA	\$540.32
NRC-DS3 Local Loop - 1st	UE3PX	NA	\$502.08	\$761.81	NA	\$696.86	NA	\$757.25	NA	\$829.52
NRC-DS3 Local Loop - Add'l	UE3PX	NA	\$307.56	\$545.54	NA	\$496.00	NA	\$534.95	NA	\$512.23
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Electronic Svc Order, per LSR	SOMEK	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit C
Rates - Page 140

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	\$19.99
	Svc Order, per LSR	SOMAN	NA	NA	\$37.55	NA	\$69.84	NA	\$56.25	NA	NA
	NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual	SOMAN	NA	NA	\$37.55	NA	\$69.84	NA	\$56.25	NA	NA
	Svc Order - 1st	SOMAN	NA	NA	\$18.03	NA	\$37.71	NA	NA	NA	NA
	NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual	SOMAN	NA	NA	\$18.03	NA	\$37.71	NA	NA	NA	NA
	Svc Order - Add'l	SOMAN	NA	NA	\$18.03	NA	\$37.71	NA	NA	NA	NA
	NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual	SOMAN	NA	NA	\$18.03	NA	\$37.71	NA	NA	NA	NA
	Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$18.03	NA	\$37.71	NA	NA	NA	NA
	NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual	SOMAN	NA	NA	\$18.03	NA	\$37.71	NA	NA	NA	NA
	Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$18.03	NA	\$37.71	NA	NA	NA	NA
	STS-1 Interoffice Channel and STS-1 Local Loop:										
	STS-1 Loop per Facility Termination per month	UDLS1	NA	\$449.40	\$390.34	NA	\$454.28	NA	\$428.93	NA	\$400.21
	STS-1 Loop per mile	1L5ND	NA	\$11.97	\$8.90	NA	\$11.26	NA	\$11.40	NA	\$30.53
	Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS1	NA	\$1,114	\$783.63	NA	\$1,000.00	NA	\$800.94	NA	\$838.65
	Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	NA	\$4.25	\$2.75	NA	\$6.78	NA	\$6.29	NA	\$6.88
	Non-Recurring Charges - New EEL (Note 2)(Note 3)										
	NRC- STS-1 interoffice - 1st	U1TFS	NA	\$682.99	\$633.41	NA	\$589.06	NA	\$624.86	NA	\$1,012.52
	NRC- STS-1 interoffice - Add'l	U1TFS	NA	\$288.32	\$569.05	NA	\$418.42	NA	\$436.36	NA	\$655.99
	NRC- STS-1 Local Loop - 1st	U1TFS1	NA	\$502.08	\$761.81	NA	\$708.46	NA	\$757.25	NA	\$829.52
	NRC- STS-1 Local Loop - Add'l	U1TFS1	NA	\$307.56	\$545.54	NA	\$507.34	NA	\$534.95	NA	\$512.23
	NRC- STS-1 interoffice channel and STS-1 Local Loop Combination -	SOMEK	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
	Electronic Svc Order, per LSR	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	\$19.99
	Svc Order, per LSR	SOMAN	NA	NA	\$37.55	NA	\$69.84	NA	\$55.00	NA	NA
	NRC- STS-1 interoffice channel and STS-1 Local Loop Combination - Manual	SOMAN	NA	NA	\$37.55	NA	\$69.84	NA	\$55.00	NA	NA
	Svc Order - 1st	SOMAN	NA	NA	\$18.03	NA	\$37.71	NA	NA	NA	NA
	NRC- STS-1 interoffice channel and STS-1 Local Loop Combination - Manual	SOMAN	NA	NA	\$18.03	NA	\$37.71	NA	NA	NA	NA
	Svc Order - Add'l	SOMAN	NA	NA	\$18.03	NA	\$37.71	NA	NA	NA	NA
	NRC- STS-1 interoffice channel and STS-1 Local Loop Combination - Manual	SOMAN	NA	NA	\$18.03	NA	\$37.71	NA	NA	NA	NA
	Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$18.03	NA	\$37.71	NA	NA	NA	NA
	NRC- STS-1 interoffice channel and STS-1 Local Loop Combination - Manual	SOMAN	NA	NA	\$18.03	NA	\$37.71	NA	NA	NA	NA
	Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$18.03	NA	\$37.71	NA	NA	NA	NA
	DS3 Interoffice Channel and DS1 Local Loop:										
	DS1 Loop per month, State wide	USLXX	NA	\$96.46	\$60.88	NA	\$35.58	NA	\$151.50	NA	NA
	DS1 Loop per mile, statewide	1L5ND	NA	\$0.00	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00
	DS1 Loop per month, Zone 1 (Note 1)	TBD	NA	TBD	\$22.88	NA	TBD	NA	TBD	NA	TBD
	DS1 Loop per month, Zone 2 (Note 1)	TBD	NA	TBD	\$26.42	NA	TBD	NA	TBD	NA	TBD
	DS1 Loop per month, Zone 3 (Note 1)	TBD	NA	TBD	\$41.99	NA	TBD	NA	TBD	NA	TBD
	DS1 Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Interoffice Channel - Dedicated - DS3 - Facility Termination per month	1L5XX	NA	\$1,130	\$717.60	NA	\$1,025.00	NA	\$720.38	NA	\$840.61
	Interoffice Channel - Dedicated - DS3 - per mile per month	U1TF3	NA	\$4.25	\$6.46	NA	\$6.78	NA	\$12.98	NA	\$6.88
	DS3 Channelized System per month	MQ3	NA	\$222.61	\$202.91	NA	\$244.37	NA	\$236.35	NA	\$225.59
	DS3 Interface per month (DS1 COC)	UC1D1	NA	\$14.51	\$0.67	NA	\$15.49	NA	\$16.29	NA	\$3.91
	Non-Recurring Charges - New EEL (Note 2)(Note 3)										
	NRC- DS3 interoffice - 1st	U1TF3	NA	\$682.89	\$458.74	NA	\$589.06	NA	\$794.94	NA	\$877.70
	NRC- DS3 interoffice - Add'l	U1TF3	NA	\$288.32	\$257.24	NA	\$418.42	NA	\$579.55	NA	\$540.32
	NRC-DS1 Local Loop - 1st	USLXX	NA	\$434.24	\$334.23	NA	\$502.73	NA	\$568.96	NA	NA
	NRC-DS1 Local Loop - Add'l	USLXX	NA	\$235.29	\$187.42	NA	\$293.92	NA	\$335.56	NA	NA
	NRC-DS3 Channelization System - 1st	MQ3	NA	\$240.04	\$196.71	NA	\$314.72	NA	\$331.54	NA	\$326.17

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit C
Rates - Page 141

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC-DS3 Channelization System - Add'l	MO3	NA	\$106.82	\$110.30	NA	\$224.70	NA	\$241.81	NA	\$236.25
	NRC-DS1(COC)Interface card - 1st	UC1D1	NA	\$12.26	\$12.15	NA	\$11.18	NA	\$12.39	NA	\$12.61
	NRC-DS1(COC)Interface card - Add'l	UC1D1	NA	\$8.84	\$8.76	NA	\$8.06	NA	\$8.93	NA	\$9.03
	NRC-DS3 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR	SOMECD	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
	NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	\$25.60	\$34.00	NA	NA	NA	NA	NA	\$19.99
	NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	\$27.79	NA	\$36.28	NA	\$91.28	NA	NA
	NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	\$20.10	NA	\$26.20	NA	\$91.26	NA	NA
	NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$11.98	NA	\$19.47	NA	NA	NA	NA
	NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	GA	NA	\$8.06	NA	NA	NA	NA
	STS-1 Interoffice Channel and DS1 Local Loop:										
	DS1 Loop per month, State wide	USLXX	NA	\$96.46	\$60.88	NA	\$72.86	NA	\$151.50	NA	NA
	DS1 Loop per mile, statewide	1L5ND	NA	\$0.00	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00
	DS1 Loop per month, Zone 1 (Note 1)	TBD	NA	TBD	\$22.88	NA	TBD	NA	TBD	NA	TBD
	DS1 Loop per month, Zone 2 (Note 1)	TBD	NA	TBD	\$26.42	NA	TBD	NA	TBD	NA	TBD
	DS1 Loop per month, Zone 3 (Note 1)	TBD	NA	TBD	\$41.99	NA	TBD	NA	TBD	NA	TBD
	DS1 Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	UITFS	NA	\$449.40	\$966.49	NA	\$1,000.00	NA	\$428.93	NA	\$840.61
	Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	NA	\$11.97	\$10.25	NA	\$6.78	NA	\$11.40	NA	\$6.88
	DS3 Channelized System per month	MO3	NA	\$222.61	\$202.91	NA	\$244.37	NA	\$236.35	NA	\$225.59
	DS3 Interface per month (DS1 COC)	UC1D1	NA	\$14.51	\$0.67	NA	\$15.49	NA	\$16.29	NA	\$3.91
	Non-Recurring Charges - New EEL (Note 2)(Note 3)										
	NRC-DS1 Local Loop - 1st	USLXX	NA	\$434.24	\$429.98	NA	\$502.73	NA	\$568.96	NA	TBD
	NRC-DS1 Local Loop - Add'l	USLXX	NA	\$235.29	\$268.18	NA	\$293.92	NA	\$335.56	NA	TBD
	NRC-STS-1 interoffice - 1st	UITFS	NA	\$682.89	\$761.81	NA	\$589.06	NA	\$624.86	NA	\$1,012.52
	NRC-STS-1 interoffice - Add'l	UITFS	NA	\$288.32	\$545.54	NA	\$418.42	NA	\$436.36	NA	\$655.99
	NRC-DS3 Channelization System - 1st	MO3	NA	\$240.04	\$251.45	NA	\$314.72	NA	\$331.54	NA	\$326.17
	NRC-DS3 Channelization System - Add'l	MO3	NA	\$106.82	\$485.61	NA	\$224.70	NA	\$241.81	NA	\$236.25
	NRC-DS1(COC)Interface card - 1st	UC1D1	NA	\$12.26	\$12.15	NA	\$11.18	NA	\$12.39	NA	\$12.61
	NRC-DS1(COC)Interface card - Add'l	UC1D1	NA	\$8.84	\$8.76	NA	\$8.06	NA	\$8.93	NA	\$9.03
	NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Electronic Svc Order, per LSR	SOMECD	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
	NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	NA
	NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	\$56.49	NA	\$53.06	NA	\$55.00	NA	NA
	NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	\$45.97	NA	\$42.98	NA	\$55.00	NA	NA
	NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$36.97	NA	\$46.32	NA	NA	NA	NA
	NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$26.45	NA	\$24.83	NA	NA	NA	NA
	2-wire VG Interoffice Channel and 2-wire Local Loop:										
	2-wire VG Loop per month, statewide	UEAL2	NA	\$17.88	\$17.89	NA	\$22.84	NA	NA	NA	\$26.02

**BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS**

Attachment 2
Exhibit C
Rates - Page 142

	USDC	AL	FL	GA	KY	LA	MS	NC	SC	TN
2-wire VG Loop per mile, statewide	1L5ND	NA	\$0.00	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00
2-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
2-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
2-wire VG Loop per month, Zone 3 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	NA	NA	TBD
2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interface Channel - Dedicated - 2-wire VG - Facility Termination per month	U1TV2	NA	\$26.72	\$17.07	NA	\$19.10	NA	\$18.01	NA	\$18.33
Interface Channel - Dedicated - 2-wire VG - per mile per month	1L5XX	NA	\$0.0100	\$0.02	NA	\$0.04	NA	\$0.03	NA	\$0.02
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- 2-wire VG interoffice - 1st	U1TV2	NA	\$222.65	\$79.61	NA	\$104.23	NA	\$137.48	NA	\$83.35
NRC- 2-wire VG interoffice - Add'l	U1TV2	NA	\$118.83	\$36.08	NA	\$39.91	NA	\$52.58	NA	\$20.88
NRC-2-wire VG Local Loop - 1st	UEAL2	NA	\$271.29	\$104.17	NA	\$128.42	NA	NA	NA	\$192.97
NRC-2-wire VG Local Loop - Add'l	UEAL2	NA	\$104.90	\$78.10	NA	\$93.60	NA	NA	NA	\$140.72
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Electronic Svc Order, per LSR	SOME	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	\$19.99
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.88	NA	\$36.28	NA	\$38.07	NA	NA
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	\$27.36	NA	\$26.20	NA	\$38.07	NA	NA
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	\$19.47	NA	NA	NA	NA
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	\$8.06	NA	NA	NA	NA
4-wire VG interoffice Channel and 4-wire Local Loop:										
4-wire VG Loop per month, statewide	UEAL4	NA	\$31.02	NA	NA	NA	NA	\$27.20	NA	NA
4-wire VG Loop per mile, statewide	1L5ND	NA	\$0.00	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00
4-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
4-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
4-wire VG Loop per month, Zone 3 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
4-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interface Channel - Dedicated - 4-wire VG - Facility Termination per month	U1TV4	NA	\$23.82	NA	NA	NA	NA	NA	NA	NA
Interface Channel - Dedicated - 4-wire VG - per mile per month	1L5XX	NA	\$0.0100	NA	NA	NA	NA	NA	NA	NA
Non-Recurring Charges - New EEL (Note 2)(Note 3)										
NRC- 4-wire VG interoffice - 1st	U1TV4	NA	\$222.65	NA	NA	NA	NA	NA	NA	NA
NRC- 4-wire VG interoffice - Add'l	U1TV4	NA	\$118.83	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG Local Loop - 1st	UEAL4	NA	\$271.29	NA	NA	NA	NA	\$86.50	NA	NA
NRC-4-wire VG Local Loop - Add'l	UEAL4	NA	\$104.90	NA	NA	NA	NA	\$27.80	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Electronic Svc Order, per LSR	SOME	NA	\$3.20	NA	NA	NA	NA	\$3.50	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit C
Rates - Page 143

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	4-wire 56 kbps Interoffice Channel and 4-wire 56kbps Local Loop:	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	4-wire 56kbps Loop per month, statewide	UDL56	NA	\$36.98	\$29.92	NA	\$35.58	NA	\$40.12	NA	\$42.23
	4-wire 56kbps Loop per mile, statewide	1L5ND	NA	\$0.00	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00
	4-wire 56kbps Loop per month, Zone 1 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
	4-wire 56kbps Loop per month, Zone 2 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
	4-wire 56kbps Loop per month, Zone 3 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
	4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Interoffice Channel - Dedicated - 4-wire 56kbps - Facility Termination per month	U1TD6	NA	\$23.82	\$16.45	NA	\$18.37	NA	\$17.40	NA	\$17.74
	Interoffice Channel - Dedicated - 4-wire 56kbps - per mile per month	1L5XX	NA	\$0.0100	\$0.02	NA	\$0.04	NA	\$0.03	NA	\$0.17
	Non-Recurring Charges - New EEL (Note 2)(Note 3)										
	NRC- 4-wire 56kbps interoffice - 1st	U1TD6	NA	\$222.65	\$79.61	NA	\$104.23	NA	\$137.48	NA	\$83.35
	NRC- 4-wire 56kbps interoffice - Add'l	U1TD6	NA	\$118.83	\$36.08	NA	\$39.91	NA	\$52.58	NA	\$20.88
	NRC-4-wire 56kbps Local Loop - 1st	UDL56	NA	\$271.29	\$348.55	NA	\$421.27	NA	\$642.74	NA	\$643.00
	NRC-4-wire 56kbps Local Loop - Add'l	UDL56	NA	\$104.90	\$241.20	NA	\$274.74	NA	\$421.02	NA	\$421.28
	NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMEK	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
	NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	\$19.99
	NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.88	NA	\$36.28	NA	\$38.07	NA	NA
	NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	\$27.36	NA	\$26.20	NA	\$38.07	NA	NA
	NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	\$11.41	NA	NA	NA	NA
	NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop:	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	4-wire 64kbps Loop per month, statewide	UDL64	NA	\$36.98	\$30.72	NA	\$35.58	NA	\$40.12	NA	\$42.23
	4-wire 64kbps Loop per mile, statewide	1L5ND	NA	\$0.00	\$0.00	NA	\$0.00	NA	\$0.00	NA	\$0.00
	4-wire 64kbps Loop per month, Zone 1 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
	4-wire 64kbps Loop per month, Zone 2 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
	4-wire 64kbps Loop per month, Zone 3 (Note 1)	TBD	NA	TBD	TBD	NA	TBD	NA	TBD	NA	TBD
	4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Interoffice Channel - Dedicated - 4-wire 64kbps - Facility Termination per month	U1TD6	NA	\$19.46	\$16.45	NA	\$18.37	NA	\$17.40	NA	\$17.74
	Interoffice Channel - Dedicated - 4-wire 64kbps - per mile per month	1L5XX	NA	\$0.0100	\$0.02	NA	\$0.04	NA	\$0.03	NA	\$0.17
	Non-Recurring Charges - New EEL (Note 2)(Note 3)										
	NRC- 4-wire 64kbps interoffice - 1st	U1TD6	NA	\$222.65	\$674.50	NA	\$589.06	NA	\$137.48	NA	\$877.70
	NRC- 4-wire 64kbps interoffice - Add'l	U1TD6	NA	\$118.83	\$437.35	NA	\$418.42	NA	\$52.58	NA	\$540.32
	NRC-4-wire 64kbps Local Loop - 1st	UDL64	NA	\$271.29	\$761.81	NA	\$696.86	NA	\$642.74	NA	\$829.52
	NRC-4-wire 64kbps Local Loop - Add'l	UDL64	NA	\$104.90	\$545.54	NA	\$496.00	NA	\$421.02	NA	\$512.23
	NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Electronic Svc Order, per LSR	SOMEK	NA	\$3.20	\$3.50	NA	\$3.50	NA	\$3.50	NA	\$3.50
	NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order, per LSR	SOMAN	NA	\$25.60	NA	NA	NA	NA	NA	NA	\$19.99

**BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS**

Attachment 2
Exhibit C
Rates - Page 144

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC-4-wire 64kbps interface channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	\$69.84	NA	\$38.07	NA	NA
	NRC-4-wire 64kbps interface channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	\$69.84	NA	\$38.07	NA	NA
	NRC-4-wire 64kbps interface channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$18.03	NA	\$37.71	NA	NA	NA	NA
	NRC-4-wire 64kbps interface channel and 4-wire 64kbps Local Loop Combination - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$18.03	NA	\$37.71	NA	NA	NA	NA
	Network Elements used in Dedicated Transport Combinations at UNE Rates (Note4)										
	Local Channels:										
	Local Channel - Dedicated - 2-Wire VG										
	Monthly Recurring per month	ULDV2	\$14.61	\$26.31	\$18.28	\$22.26	\$14.94	\$17.83	\$14.83	\$16.83	\$19.02
	per mile per month	1L5NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Zone 1	TBD	NA	NA	\$11.91	NA	NA	NA	NA	NA	\$16.42
	Zone 2	TBD	NA	NA	\$13.83	NA	NA	NA	NA	NA	\$20.66
	Zone 3	TBD	NA	NA	\$21.98	NA	NA	NA	NA	NA	\$29.61
	Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Ordinarily Combined In GA:										
	NRC - 2-wire VG Local Channel - 1st	ULDV2	NA	NA	\$307.54	NA	NA	NA	NA	NA	NA
	NRC - 2-wire VG Local Channel - Add'l	ULDV2	NA	NA	\$73.78	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMECC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$34.00	NA	NA	NA	NA	NA	NA
	NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$21.58	NA	NA	NA	NA	NA	NA
	NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$22.48	NA	NA	NA	NA	NA	NA
	NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$8.17	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Local Channel - Dedicated - 4-Wire VG										
	Monthly Recurring per month	ULDV4	\$15.77	\$27.48	\$17.18	\$23.38	\$16.21	\$19.03	\$15.87	\$18.05	\$20.14
	per mile per month	1L5NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Zone 1	TBD	NA	NA	\$12.90	NA	NA	NA	NA	NA	\$17.38
	Zone 2	TBD	NA	NA	\$14.90	NA	NA	NA	NA	NA	\$21.88
	Zone 3	TBD	NA	NA	\$23.68	NA	NA	NA	NA	NA	\$31.36
	Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Ordinarily Combined In GA:										
	NRC-4-wire VG Local Channel - 1st	ULDV4	NA	NA	\$307.54	NA	NA	NA	NA	NA	NA
	NRC-4-wire VG Local Channel - Add'l	ULDV4	NA	NA	\$73.78	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMECC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit C
Rates - Page 145

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$34.00	NA	NA	NA	NA	NA	NA
	NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$21.58	NA	NA	NA	NA	NA	NA
	NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$22.48	NA	NA	NA	NA	NA	NA
	NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$8.17	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Local Channel - Dedicated - DS1										
	DS1 Monthly Recurring per month	ULDF1	\$35.52	\$42.98	\$38.57	\$43.80	\$43.80	\$38.91	\$35.88	\$37.20	\$40.27
	per mile per month	1L5NC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Zone 1	TBD	NA	NA	\$33.02	NA	NA	NA	NA	NA	\$34.76
	Zone 2	TBD	NA	NA	\$38.13	NA	NA	NA	NA	NA	\$43.75
	Zone 3	TBD	NA	NA	\$60.60	NA	NA	NA	NA	NA	\$82.70
	Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - Ordinarily Combined in GA:										
	NRC - DS1 Local Channel - 1st	ULDF1	NA	NA	\$162.03	NA	NA	NA	NA	NA	NA
	NRC - DS1 Local Channel - Add'l	ULDF1	NA	NA	\$107.76	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMECC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$34.00	NA	NA	NA	NA	NA	NA
	NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$21.58	NA	NA	NA	NA	NA	NA
	NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$22.48	NA	NA	NA	NA	NA	NA
	NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$8.17	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Local Channel - Dedicated - DS3										
	DS3 Local Channel - per mile per month	1L5NC	\$8.44	\$9.32	\$6.92	\$34.00	\$8.77	NA	NA	\$12.08	\$23.76
	DS3 Local Channel - Facility Termination per month	ULDF3	\$525.40	\$560.39	\$517.56	\$610.64	\$558.00	\$531.39	\$512.00	\$481.14	\$615.65
	NRC - Ordinarily Combined in GA:										
	NRC - DS3 Local Channel Facility Termination - 1st	ULDF3	NA	NA	\$761.81	NA	NA	NA	NA	NA	NA
	NRC - DS3 Local Channel - Facility Termination - Add'l	ULDF3	NA	NA	\$545.54	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMECC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit C
Rates - Page 146

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$66.21	NA	NA	NA	NA	NA	NA
	NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$33.90	NA	NA	NA	NA	NA	NA
	NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$36.15	NA	NA	NA	NA	NA	NA
	NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$14.20	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$71.04	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$39.60	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Local Channel - Dedicated - STS-1										
	STS-1 Local Channel - per mile per month	1L5NC	\$8.44	\$9.32	\$6.92	\$30.04	\$8.77	\$38.98	NA	\$12.08	\$25.11
	STS-1 Local Channel - Facility Termination per month	ULDFS	\$525.40	\$569.67	\$517.56	\$610.64	\$558.00	\$531.39	\$512.00	\$481.14	\$615.85
	NRC - Ordinarily Combined In GA:										
	NRC - STS-1 Local Channel Facility Termination - 1st	ULDFS	NA	NA	\$761.81	NA	NA	NA	NA	NA	NA
	NRC - STS-1 Local Channel - Facility Termination - Add'l	ULDFS	NA	NA	\$545.54	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Local Channel - OC3										
	Local Channel - OC3 - per Mile	TBA	\$8.23	\$7.83	\$6.75	\$33.15	\$29.58	\$41.27	\$24.69	\$11.78	\$23.16
	Local Channel - OC3 - per Facility Termination	TBA	\$691.33	\$940.35	\$630.21	\$713.29	\$753.65	\$689.68	\$611.36	\$701.71	\$620.20
	NRC - Ordinarily Combined In GA:										
	NRC - OC3 - Facility Termination - 1st	TBA	NA	NA	\$947.69	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Facility Termination - Add'l	TBA	NA	NA	\$413.00	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit C
Rates - Page 147

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC - OC3 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC - OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC - OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Local Channel - OC12										
	Local Channel - OC12 - per Mile	TBA	\$10.13	\$11.18	\$8.31	\$40.80	\$36.40	\$50.79	\$30.38	\$14.50	\$28.51
	Local Channel - OC12 - per Facility Termination	TBA	\$2,557	\$2,753	\$2,109.00	\$2,457	\$2,571	\$2,371	\$2,122	\$2,663	\$2,079
	NRC - Ordinarily Combined In GA:										
	NRC - OC12 - Facility Termination - 1st	TBA	NA	NA	\$1,162.00	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Facility Termination - Add'l	TBA	NA	NA	\$413.00	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC - OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC - OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Local Channel - OC48										
	Local Channel - OC48 - per Mile	TBA	\$33.22	\$36.67	\$27.25	\$133.84	\$119.40	\$166.59	\$120.02	\$47.57	\$93.50
	Local Channel - OC48 - per Facility Termination	TBA	\$1,713	\$1,944	\$1,598.00	\$2,129	\$2,268	\$1,753	\$1,677	\$1,733	\$1,832
	Local Channel - OC12 Interface on OC48 Facility	TBA	\$736.71	\$586.28	\$594.80	\$725.77	\$723.29	\$667.00	\$582.66	\$773.40	\$570.54
	NRC - Ordinarily Combined In GA:										
	NRC - OC48 - Facility Termination - 1st	TBA	NA	NA	\$1,162.00	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Facility Termination - Add'l	TBA	NA	NA	\$413.00	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA	NA	\$539.36	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA	NA	\$317.38	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA

**BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS**

Attachment 2
Exhibit C
Rates - Page 148

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC-OC48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-OC48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC - OC48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC - OC48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	High Capacity Loops:										
	Local Loop - Dedicated - DS3										
	DS3 Local Loop - per mile per month	1L5ND	\$10.85	\$11.97	\$8.90	\$43.69	\$11.26	\$11.40	\$11.40	\$15.53	\$30.53
	DS3 Local Loop - per Facility Termination	UE3PX	\$419.65	\$449.40	\$390.34	\$436.95	\$439.59	\$413.09	\$413.09	\$421.60	\$400.21
	NRC - Ordinarily Combined In GA:										
	NRC - DS3 Local Channel - Facility Termination - 1st	UE3PX	NA	NA	\$761.81	NA	NA	NA	NA	NA	NA
	NRC - DS3 Local Channel - Facility Termination - Add'l	UE3PX	NA	NA	\$545.54	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Local Loop - Dedicated - STS-1										
	STS-1 Local Loop - per mile	1L5ND	\$10.85	\$11.97	\$8.90	\$43.69	\$11.29	\$54.39	\$11.40	\$15.53	\$30.53
	STS-1 Local Loop - per Facility Termination	UDLS1	\$434.31	\$449.40	\$390.34	\$436.95	\$454.28	\$427.81	\$428.93	\$431.32	\$400.21
	NRC - Ordinarily Combined In GA:										
	NRC - STS-1 Local Loop - Facility Termination - 1st	UDLS1	NA	NA	\$761.81	NA	NA	NA	NA	NA	NA
	NRC - STS-1 Local Loop - Facility Termination - Add'l	UDLS1	NA	NA	\$545.54	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit C
Rates - Page 149

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-STIS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-STIS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC - STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC - STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Local Loop - OC3										
	Local Loop - OC3 - per Mile	TBA	\$8.23	\$9.08	\$6.75	\$33.15	\$29.58	\$41.27	\$24.69	\$11.78	\$23.16
	Local Loop - OC3 - per Facility Termination	TBA	\$691.33	\$651.40	\$630.21	\$713.29	\$753.65	\$689.68	\$611.36	\$701.71	\$620.20
	NRC - Ordinarily Combined in GA:										
	NRC - OC3 - Facility Termination - 1st	TBA	NA	NA	\$947.69	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Facility Termination - Add'l	TBA	NA	NA	\$413.00	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - OC3 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC - OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC - OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Local Loop - OC12										
	Local Loop - OC12 - per Mile	TBA	\$10.13	\$11.18	\$8.31	\$40.80	\$36.40	\$50.79	\$30.38	\$14.50	\$28.51
	Local Loop - OC12 - per Facility Termination	TBA	\$2,557	\$2,068	\$2,109.00	\$2,457	\$2,571	\$2,371	\$2,122	\$2,663	\$2,079
	NRC - Ordinarily Combined in GA:										
	NRC - OC12 - Facility Termination - 1st	TBA	NA	NA	\$1,162.00	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Facility Termination - Add'l	TBA	NA	NA	\$413.00	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Incremental Cost--Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC - OC12 - Incremental Cost--Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13

Verizon 1000:7/17/00

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit C
Rates - Page 151

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - 1st		SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l		SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st		SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l		SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st		UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l		UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st		UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l		UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interoffice Channel - Dedicated - 4-wire VG											
Interoffice Channel - Dedicated 4-wire VG - per mile per month		1L5XX	NA	\$0.0100	NA	NA	NA	NA	NA	NA	NA
Interoffice Channel - Dedicated 4-wire VG - Facility Termination per month		U1TV4	NA	\$23.82	NA	NA	NA	NA	NA	NA	NA
NRC - Ordinarily Combined in GA:											
NRC - 4-wire VG Interoffice Channel - Facility Termination - 1st		U1TV4	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Facility Termination - Add'l		U1TV4	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR		SOMECC	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - 1st		SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l		SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st		SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l		SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st		UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l		UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st		UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l		UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interoffice Channel - Dedicated - DSO - 56kbps											
Interoffice Channel - Dedicated - DSO - 56kbps - per mile per month		1L5XX	\$0.03	\$0.0100	\$0.02	\$0.03	\$0.04	\$0.03	\$0.03	\$0.04	\$0.17
Interoffice Channel - Dedicated - DSO - 56 kbps - Facility Termination per month		U1TD5	\$17.81	\$19.46	\$16.45	\$26.95	\$18.37	\$20.64	\$17.40	\$20.71	\$17.74
NRC - Ordinarily Combined in GA:											
NRC - 4-wire 56kbps Interoffice Channel - Facility Termination - 1st		U1TD5	NA	NA	\$79.61	NA	NA	NA	NA	NA	NA
NRC - 4-wire 56 kbps Interoffice Channel - Facility Termination - Add'l		U1TD5	NA	NA	\$36.08	NA	NA	NA	NA	NA	NA

**BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS**

Attachment 2
Exhibit C
Rates - Page 152

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge-Manual Svc Order - 1st	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
	NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge-Manual Svc Order - Add'l	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
	NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge-Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge-Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Interoffice Channel - Dedicated - DS0 - 64kbps	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	Interoffice Channel - Dedicated - DS0 - 64kbps - per mile per month	1L5XX	\$0.03	\$0.0100	\$0.02	\$0.03	\$0.04	\$0.03	\$0.03	\$0.04	\$0.17
	Interoffice Channel - Dedicated - DS0 - 64 kbps - Facility Termination per month	U1TD6	\$17.81	\$19.46	\$18.45	\$26.95	\$18.37	\$20.64	\$17.40	\$20.71	\$17.74
	NRC - Ordinarily Combined In GA:										
	NRC - 4-wire 64kbps Interoffice Channel - Facility Termination - 1st	U1TD6	NA	NA	\$79.61	NA	NA	NA	NA	NA	NA
	NRC - 4-wire 64kbps Interoffice Channel - Facility Termination - Add'l	U1TD6	NA	NA	\$36.08	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge-Manual Svc Order - 1st	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
	NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge-Manual Svc Order - Add'l	SOMAN	NA	NA	\$18.94	NA	NA	NA	NA	NA	NA
	NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge-Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge-Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Interoffice Channel - Dedicated - DS1										
	Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	\$0.69	\$0.2035	\$0.31	\$0.45	\$0.78	\$0.66	\$0.58	\$0.76	\$0.35
	Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	\$79.69	\$93.31	\$63.39	\$55.05	\$93.40	\$74.40	\$71.29	\$94.98	\$75.83
	NRC - Ordinarily Combined In GA:										
	NRC - DS1 Interoffice Channel - Facility Termination - 1st	U1TF1	NA	NA	\$162.03	NA	NA	NA	NA	NA	NA
	NRC - DS1 Interoffice Channel - Facility Termination - Add'l	U1TF1	NA	NA	\$107.76	NA	NA	NA	NA	NA	NA

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit C
Rates - Page 153

	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - DS1 Interoffice Channel - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$23.98	NA	NA	NA	NA	NA	NA
NRC - DS1 Interoffice Channel - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$17.77	NA	NA	NA	NA	NA	NA
NRC - DS1 Interoffice Channel - Incremental Charge - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$15.13	NA	NA	NA	NA	NA	NA
NRC - DS1 Interoffice Channel - Incremental Charge - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$7.02	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$28.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interoffice Channel - Dedicated - DS3 - per mile per month										
Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	\$4.98	\$4.25	\$6.46	\$12.06	\$16.15	\$13.48	\$12.98	\$19.14	\$6.88
Interoffice Channel - Dedicated - DS3 - Facility Termination per month	U1TF3	\$898.15	\$1,130	\$717.60	\$1,112.02	\$1,131.09	\$686.84	\$720.38	\$904.49	\$840.81
NRC - Ordinarily Combined in GA:										
NRC - DS3 Interoffice Channel - Facility Termination - 1st	U1TF3	NA	NA	\$579.26	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Facility Termination - Add'l	U1TF3	NA	NA	\$312.99	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$51.27	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$38.87	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Incremental Charge - Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$30.42	NA	NA	NA	NA	NA	NA
NRC - DS3 Interoffice Channel - Incremental Charge - Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$18.76	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$28.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interoffice Channel - Dedicated - STS-1										
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	\$4.98	\$9.32	\$2.72	\$12.06	\$6.78	\$15.02	\$12.98	\$8.13	\$6.88
Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TF3	\$898.15	\$569.67	\$788.00	\$1,112.02	\$1,025.00	\$744.38	\$720.38	\$967.70	\$840.81
NRC - Ordinarily Combined in GA:										
NRC - STS-1 Interoffice Channel - Facility Termination - 1st	U1TF3	NA	NA	\$633.41	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Facility Termination - Add'l	U1TF3	NA	NA	\$569.05	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit C
Rates - Page 154

	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - STS-1 Interoffice Channel - Incremental Charge-Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - STS-1 Interoffice Channel - Incremental Charge-Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-STIS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC-STIS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC-STIS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-STIS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interoffice Channel - OC3										
Interoffice Channel - OC3 - per Mile	TBA	\$4.98	\$8.38	\$4.37	\$28.56	\$23.89	\$18.35	\$24.69	\$9.75	\$13.45
Interoffice Channel - OC3 - per Facility Termination	TBA	\$898.15	\$3,043	\$2,187.00	\$1,493	\$2,990.00	\$1,892.00	\$611.36	\$2,802	\$2,124.00
NRC - Ordinarily Combined In GA:										
NRC - OC3 - Facility Termination - 1st	TBA	NA	NA	\$947.69	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Add'l	TBA	NA	NA	\$413.00	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge-Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge-Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st										
NRC - OC3 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC - OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC - OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interoffice Channel - OC12										
Interoffice Channel - OC12 - per Mile	TBA	\$19.26	\$26.91	\$15.05	\$84.88	\$74.44	\$60.42	\$30.38	\$32.52	\$49.80
Interoffice Channel - OC12 - per Facility Termination	TBA	\$9,763	\$11,685	\$8,202.00	\$12,344	\$11,517.00	\$7,182.00	\$2,122	\$11,132	\$8,015.00
NRC - Ordinarily Combined In GA:										
NRC - OC12 - Facility Termination - 1st	TBA	NA	NA	\$1,034.00	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Add'l	TBA	NA	NA	\$317.38	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge										

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit C
Rates - Page 155

	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interoffice Channel - OC48										
Interoffice Channel - OC48 - per Mile	TBA	\$30.65	\$34.66	\$25.70	\$138.02	\$128.59	\$102.43	\$120.02	\$45.92	\$106.55
Interoffice Channel - OC48 - per Facility Termination	TBA	\$11,691	\$12,554	\$11,134.00	\$18,017.00	\$14,950.00	\$11,480.00	\$1,677	\$967.58	\$11,632.00
Interoffice Channel - OC12 Interface on OC48 Facility	TBA	\$1,424	\$1,208	\$1,137.00	\$1,497.00	\$1,451.00	\$1,351.00	\$582.66	\$1,561	\$1,170.00
NRC - Ordinarily Combined in GA:										
NRC - OC48 - Facility Termination - 1st	TBA	NA	NA	\$1,034.00	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Add'l	TBA	NA	NA	\$317.38	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA	NA	\$539.36	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA	NA	\$317.38	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA	NA	\$119.14	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st	TBA	NA	NA	\$122.31	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMECC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	NA	\$37.55	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	NA	\$18.03	NA	NA	NA	NA	NA	NA
NRC-OC-48 Existing Combination "Switch As Is" Conversion Charge	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Channelization:										
DS3 Channelization										
DS3 Channelized System per month	MQ3	\$225.36	\$222.61	\$202.91	\$236.32	\$244.37	\$229.30	\$236.35	\$200.01	\$225.59
DS3 Interface per month (DS1 COCI)	UC1D1	\$17.22	\$14.51	\$0.67	\$8.52	\$15.49	\$5.58	\$16.29	\$11.99	\$3.91
NRC - Ordinarily Combined in GA:										
NRC - DS3 Channelization - 1st	MQ3	NA	NA	\$248.39	NA	NA	NA	NA	NA	NA
NRC - DS3 Channelization - Add'l	MQ3	NA	NA	\$134.21	NA	NA	NA	NA	NA	NA
NRC - Channel Activation - 1st	UC1D1	NA	NA	\$12.15	NA	NA	NA	NA	NA	NA
NRC - Channel Activation - Add'l	UC1D1	NA	NA	\$8.76	NA	NA	NA	NA	NA	NA

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 2
Exhibit C
Rates - Page 156

		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$14.91	NA	NA	NA	NA	NA	NA
	NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$6.63	NA	NA	NA	NA	NA	NA
	NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$10.88	NA	NA	NA	NA	NA	NA
	NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$0.00	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	OR										
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	DS1 Channelization										
	DS1 Channelized System per month	MQ1	\$136.82	\$154.74	\$18.23	\$200.01	\$126.66	\$148.87	\$158.01	\$147.51	\$165.21
	OCU-DP(data) interface card per month (2.4-64kbs)	1D1DD	\$1.66	\$2.22	\$1.06	\$2.94	\$1.94	\$2.86	\$2.03	\$2.34	\$2.46
	VG interface card per month	1D1VG	\$0.86	\$1.46	\$2.67	\$1.40	\$1.06	\$1.45	\$1.28	\$1.47	\$1.25
	2-wire ISDN(BRITE card) per month	UC1CA	\$3.41	\$3.86	\$3.41	\$4.04	\$4.18	\$3.88	\$3.76	\$4.21	\$3.33
	NRC - Ordinarily Combined in GA:										
	NRC - DS1 Channelization - 1st	MQ1	NA	NA	\$131.09	NA	NA	NA	NA	NA	NA
	NRC - DS1 Channelization - Add'l	MQ1	NA	NA	\$87.18	NA	NA	NA	NA	NA	NA
	NRC - Channel Activation VG - 1st	1D1VG	NA	NA	\$12.15	NA	NA	NA	NA	NA	NA
	NRC - Channel Activation VG - Add'l	1D1VG	NA	NA	\$8.76	NA	NA	NA	NA	NA	NA
	NRC - Channel Activation OCU-DP- 1st	1D1DD	NA	NA	\$12.15	NA	NA	NA	NA	NA	NA
	NRC - Channel Activation OCU-DP- Add'l	1D1DD	NA	NA	\$8.76	NA	NA	NA	NA	NA	NA
	NRC - Channel Activation BRITE - 1st	UC1CA	NA	NA	\$12.15	NA	NA	NA	NA	NA	NA
	NRC - Channel Activation BRITE - Add'l	UC1CA	NA	NA	\$8.76	NA	NA	NA	NA	NA	NA
	NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	\$3.50	NA	NA	NA	NA	NA	NA
	NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	\$34.00	NA	NA	NA	NA	NA	NA
	NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	\$27.79	NA	NA	NA	NA	NA	NA
	NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	NA	\$20.10	NA	NA	NA	NA	NA	NA
	NRC - DS1 Channelization - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	NA	\$11.98	NA	NA	NA	NA	NA	NA
	NRC-All Existing Combination "Switch As Is" Conversion Charge										
	NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
	NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
	NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS**

Attachment 2
Exhibit C
Rates - Page 157

	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Access to DCS - Customer Reconfiguration (FlexServ)										
DS1 DSC Termination with DS0 Switching	TBD	TBD	\$28.72	\$22.86	TBD	TBD	TBD	TBD	TBD	TBD
DS1 DSC Termination with DS1 Switching	TBD	TBD	\$12.23	\$8.64	TBD	TBD	TBD	TBD	TBD	TBD
DS3 DSC Termination with DS1 Switching	TBD	TBD	\$154.31	\$151.85	TBD	TBD	TBD	TBD	TBD	TBD
NRC - Ordinarily Combined in GA:										
NRC - Customer Configuration Establishment	TBD	TBD	\$2.97	\$2.91	TBD	TBD	TBD	TBD	TBD	TBD
NRC - Customer Configuration Establishment - Disconnect	TBD	TBD	\$3.44	\$3.36	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with DS0 Switching - 1st	TBD	TBD	\$51.50	\$32.07	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with DS0 Switching - Add'l	TBD	TBD	\$39.64	\$31.49	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with DS0 Switching - Disconnect - 1st	TBD	TBD	\$31.06	\$20.16	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with DS0 Switching - Disconnect - Add'l	TBD	TBD	\$24.98	\$20.16	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with NRC- DS1 Switching - 1st	TBD	TBD	\$37.23	\$18.07	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with NRC- DS1 Switching - Add'l	TBD	TBD	\$25.36	\$17.49	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - 1st										
NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - 1st	TBD	TBD	\$22.81	\$12.10	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - Add'l										
NRC- DS1 DSC Termination with NRC- DS1 Switching - Disconnect - Add'l	TBD	TBD	\$16.73	\$12.10	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS3 DSC Termination with NRC- DS1 Switching - 1st	TBD	TBD	\$51.50	\$32.07	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS3 DSC Termination with NRC- DS1 Switching - Add'l	TBD	TBD	\$39.64	\$31.49	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS3 DSC Termination with NRC- DS1 Switching - Disconnect - 1st										
NRC- DS3 DSC Termination with NRC- DS1 Switching - Disconnect - 1st	TBD	TBD	\$31.06	\$20.16	TBD	TBD	TBD	TBD	TBD	TBD
NRC- DS3 DSC Termination with NRC- DS1 Switching - Disconnect - Add'l										
NRC- DS3 DSC Termination with NRC- DS1 Switching - Disconnect - Add'l	TBD	TBD	\$24.98	\$20.16	TBD	TBD	TBD	TBD	TBD	TBD
NRC- All Existing Combination "Switch As Is" Conversion Charge										
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.03	\$11.27	\$58.43	\$54.09	\$54.23	\$54.09	\$54.00	\$54.26	\$54.13
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.11	\$11.27	\$26.99	\$32.16	\$32.24	\$32.16	\$32.10	\$32.25	\$32.17
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st										
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l										
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	\$13.03	\$12.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Notes :										
1 Deaveraged Rates will be effective May 1, 2000										
New EELs will only be available in the State of Georgia and in density										
2 Zone 1 of the following MSAs in the BellSouth Region:										
Florida - Miami, Orlando, Ft. Lauderdale										
Louisiana - New Orleans										
N. Carolina - Greensboro, Charlotte										
Tennessee - Nashville										
3 Unapproved rates are subject to true up.										
Add together the recurring rates of all the applicable network elements										
4 In order to obtain total monthly recurring rate.										
• Examples:										
- 2-wire VG Loop + Voice Grade Interface Card + DS1 Channelization										
System + DS1 Interoffice Channel										

Verison 1Q00:7/17/00

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Operational Support Systems										
Recovery of Incremental OSS costs, per CLP, per month	TBD	NA	NA	NA	NA	NA	NA	\$305.00	NA	NA
RC - OSS OLEC Daily Usage File: Recording, Per Message	TBD	\$0.0002	\$0.008	\$0.0001275	\$0.0008611	\$0.00019	\$0.001179	\$0.0003	\$0.0002862	\$0.008
RC - OSS OLEC Daily Usage File: Message Processing, Per Message	TBD	\$0.0033	\$0.0033	\$0.0062548	\$0.0032357	\$0.0024	\$0.0032089	\$0.0032	\$0.0032344	\$0.004
RC - OSS OLEC Daily Usage File: Message Distribution, Per Magnetic Tape	TBD	\$55.19	\$54.95	\$28.25	\$55.68	\$47.3000	\$54.62	\$54.61	\$54.72	\$54.95
RC - OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), Per Access Daily Usage File (ADUF)	TBD	\$0.00004	\$0.001	\$0.0000434	\$0.0000365	\$0.0000300	\$0.0000354	\$0.00004	\$0.0000357	\$0.001
RC - ADUF: Message Processing, per message	TBD	\$0.004	\$0.004	\$0.0136327	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
RC - ADUF: Message Distribution, per Magnetic Tape provisioned	TBD	\$54.95	\$54.95	\$28.85	\$54.95	\$54.95	\$54.95	\$54.95	\$54.95	\$54.95
RC - ADUF: Data Transmission (CONNECT:DIRECT), per message	TBD	\$0.001	\$0.001	\$0.0000434	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
Enhanced Optional Daily Usage File (EODUF)										
Enhanced Optional Daily Usage File: Message Processing, Per Message	TBD	\$0.004	\$0.004	\$0.0034555	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
Enhanced Optional Daily Usage File: Message Processing, per magnetic tape	TBD	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30
Enhanced Optional Daily Usage File: Data Transmission (CONNECT:DIRECT), per	TBD	\$0.0000364	\$0.0000364	NA	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364
SWA 8XX Toll Free Dialing Ten Digit Screening Service (Note 1)										
8XX Access Ten Digit Screening (all types), per call (Note 2)	N/A	\$0.0005	TBD	\$0.0004868	NA	\$0.0005305	\$0.0005321	\$0.00050	\$0.0005227	NA
per query	N/A	NA	NA	NA	\$0.0010	NA	NA	\$0.00365	NA	\$0.004
for 8XX Numbers, with Optional Complex Features, per query	N/A	NA	NA	NA	\$0.0011	NA	NA	\$0.00431	NA	\$0.004
8XX Access Ten Digit Screening Svc. W/8XX No. Delivery										
per query	N/A	NA	NA	NA	\$0.0010	NA	NA	\$0.00383	NA	\$0.004
with Optional Complex Features, per query	N/A	NA	NA	NA	\$0.0011	NA	NA	\$0.00431	NA	\$0.004
8XX Access Ten Digit Screening Svc. W/800 No. Delivery										
per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
for 8XX Numbers, w/Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery										
per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
with Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
Reservation Charge per 8XX number reserved										
NRC - 1st	N8R1X	\$7.13	NA	\$6.57	\$10.05	\$6.29	\$8.46	\$7.05	\$6.38	\$30.00
NRC - Add'l	N8R1X	\$0.97	NA	\$0.76	\$1.19	\$0.73	\$0.96	\$0.96	\$0.9583	\$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$27.84	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Per 8XX # Established w/o POTS (w/8XX No.) Translations										
NRC - 1st	N/A	\$15.88	NA	\$12.81	\$30.59	\$12.27	\$17.04	\$23.82	\$22.63	\$87.50
NRC - Add'l	N/A	\$1.97	NA	\$1.45	\$3.22	\$1.39	\$1.93	\$2.73	\$2.73	\$1.50
NRC - Disconnect Charge - 1st	N/A	\$10.04	NA	NA	NA	\$8.30	\$11.32	NA	\$42.95	NA
NRC - Disconnect Charge - Add'l	N/A	\$0.97	NA	NA	NA	\$0.73	\$0.96	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$41.35	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
Per 8XX # Established with POTS Translations										
NRC - 1st	N8FTX	\$15.88	NA	\$12.81	\$30.59	\$12.27	\$17.04	\$23.82	\$22.63	\$87.50
NRC - Add'l	N8FTX	\$1.97	NA	\$1.45	\$3.22	\$1.39	\$1.93	\$2.73	\$2.73	\$1.50
NRC - Disconnect Charge - 1st	N8FTX	\$10.04	NA	NA	NA	\$8.30	\$11.32	NA	\$42.95	NA
NRC - Disconnect Charge - Add'l	N8FTX	\$0.97	NA	NA	NA	\$0.73	\$0.96	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$41.35	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
Customized Area of Service per 8XX Number										
NRC - 1st	N8FCX	\$5.69	NA	\$4.46	\$6.97	\$4.27	\$5.63	\$5.63	\$5.64	\$3.00
NRC - Add'l	N8FCX	\$2.85	NA	\$2.23	\$3.49	\$2.14	\$2.81	\$2.82	\$2.82	\$1.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Multiple Inter LATA Carrier Routing per Carrier Requested per 8XX #										
NRC - 1st	NBFX	\$6.66	NA	\$5.22	\$8.16	\$5.00	\$6.59	\$6.59	\$6.60	\$3.50
NRC - Add'l	NBFX	\$3.81	NA	\$2.99	\$4.67	\$2.86	\$3.77	\$3.77	\$3.78	\$2.00
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Change Charge per request										
NRC - 1st	NBFX	\$8.10	NA	\$7.33	\$11.24	\$7.01	\$9.42	\$8.01	\$7.34	\$48.50
NRC - Add'l	NBFX	\$0.97	NA	\$0.76	\$1.19	\$0.73	\$0.96	\$0.96	\$0.9583	\$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$27.84	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Call Handling and Destination Features										
NRC - 1st	NBFDX	\$5.69	NA	\$4.72	\$6.97	\$4.27	\$5.63	\$5.63	\$5.64	\$3.00
NRC - Add'l	NBFDX	NA	NA	\$4.46	\$6.97	\$4.27	\$5.63	NA	\$5.64	\$3.00
LINE INFORMATION DATABASE ACCESS (LIDB)										
LIDB Common Transport per query	OOI	\$0.00004	\$0.0003	\$0.0000338	\$0.00006	\$0.0000418	\$0.0000446	\$0.0003	\$0.0000442	\$0.0003
LIDB Validation per query	OOI	\$0.041003	\$0.0105974	\$0.0105974	\$0.00938	\$0.0103774	\$0.0142132	\$0.013400	\$0.0141003	\$0.041003
LIDB Originating Point Code Establishment or Change - NRC	N/A	\$64.36	NA	\$50.30	\$107.60	\$48.17	\$63.63	\$91.00	\$61.62	NA
NRC - Incremental Charge - Electronic Service Order	TBD	NA	NA	NA	NA	NA	NA	\$62.26	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$27.84	\$91.00
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$27.84	NA
CCS7 SIGNALING TRANSPORT SERVICE										
CCS7 Signaling Connection, per link (A link) per month										
NRC		\$18.79	\$5.00	\$17.05	\$16.31	\$19.48	\$21.58	\$155.00	\$21.79	\$155.00
NRC - Disconnect		\$171.98	\$400.00	\$131.96	\$354.95	\$126.34	\$169.72	\$510.00	\$277.07	\$510.00
NRC - Incremental Charge - Manual Service Order		\$135.70	NA	NA	NA	\$101.10	\$134.08	NA	\$42.95	NA
NRC - Incremental Charge - Manual Service Order - Disconnect		\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month										
NRC		\$16.31	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
NRC - Disconnect		\$171.98	\$5.00	\$17.05	\$16.31	\$19.48	\$21.58	\$155.00	\$21.79	Not available
NRC - Incremental Charge - Manual Service Order		\$135.70	\$400.00	\$131.96	\$354.95	\$126.34	\$169.72	\$510.00	\$277.07	\$510.00
NRC - Incremental Charge - Manual Service Order - Disconnect		\$25.93	NA	\$18.94	NA	\$101.10	\$134.08	NA	\$42.95	NA
CCS7 Signaling Termination, per STP port per month		\$16.31	NA	NA	NA	\$18.14	\$25.52	NA	NA	NA
CCS7 Signaling Usage, per ISUP message		\$148.72	\$113.00	\$133.99	\$174.08	\$161.99	\$161.12	\$132.88	\$156.33	\$355.00
(applicable when measurement and billing capability exists.)		\$0.00004	\$0.00001	\$0.0000354	\$0.000037893	\$0.0000430	\$0.0000456	\$0.00004	\$0.0000452	\$0.000023
CCS7 Signaling Usage, per TCAP message		\$0.0001	\$0.00004	\$0.0000870	\$0.000102042	\$0.0001052	\$0.0001115	\$0.00009	\$0.0001108	\$0.00005
(applicable when measurement and billing capability exists.)		\$376.12	\$64.00	\$340.67	\$329.98	\$406.71	\$406.53	\$338.98	\$396.55	\$395.00
CCS7 Signaling Usage Surrogate, per link per LATA per mo (9)		\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00
CCS7 Signaling Point Code, Establishment or Change, per STP affected										
NRC		\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00
OPERATOR CALL PROCESSING										
Operator Provided Call Handling per min - Using BST LIDB	N/A	\$1.21	\$1.00	\$0.9680296	\$1.6016	\$0.91	\$1.19	\$1.20	\$1.21	NA
Call Completion Access Termination Charge per call attempt	N/A	\$0.08	NA	NA	NA	NA	NA	NA	\$0.08	NA
Operator Provided Call Handling per min - Using Foreign LIDB	N/A	\$1.25	\$1.00	\$1.02	\$1.6249	\$0.96	\$1.24	\$1.24	\$1.25	NA
Call Completion Access Termination Charge per call attempt	N/A	\$0.08	NA	NA	NA	NA	NA	NA	\$0.08	NA
Operator Provided Call Handling, per call	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
Fully Automated Call Handling per call - Using BST LIDB	N/A	\$0.11	\$0.10	\$0.076409	\$0.0856	\$0.10	\$0.1072884	\$0.11	\$0.115808	\$0.30
Fully Automated Call Handling per call - Using Foreign LIDB	N/A	\$0.13	\$0.10	\$0.0976984	\$0.1071	\$0.12	\$0.1253666	\$0.12	\$0.1293459	\$0.15
Professional recording of name (OCP alone)	USOD1	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
Professional recording of name (OCP and OCP alone)	USOD1	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
DRAM or front-end loading, per TSP switch	USOD2	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
AABS or back-end loading, per IVS	USOD2	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00
EBAS or 0- automation loading, per NAV shelf	USOD2	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00
Recording Charge per Branded Announcement - Initial	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
OSS/SWA 8XX/DATABASES

Attachment 2
Exhibit C
Rates - Page 161

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Recording Charge per Branded Announcement - Disconnect - Subsequent	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA
INWARD OPERATOR SERVICES										
Verification, per minute	N/A	\$1.16	NA	\$0.921083	NA	\$0.86	\$1.14	\$1.15	\$1.15	NA
Verification and Emergency Interrupt, per minute	N/A	\$1.16	NA	\$0.921083	NA	\$0.86	\$1.14	\$1.15	\$1.15	NA
Verification, per call	VIL	NA	\$0.80	NA	NA	NA	NA	\$0.54	NA	\$0.90
Verification and Emergency Interrupt, per call	N/A	NA	\$1.00	NA	\$1.111	NA	NA	\$0.65	NA	\$1.95
DIRECTORY ASSISTANCE SERVICES										
Directory Assist Call Completion Access Svc (DACC), per call attempt	N/A	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.062	\$0.10	\$0.10
Call Completion Access Term charge per completed call	N/A	NA	NA	NA	NA	NA	NA	NA	\$0.08	NA
Number Services Intercept per query	N/A	\$0.0235	\$0.01	\$0.0097497	\$0.0086	\$0.02	\$0.0188268	\$0.0110	\$0.0124036	\$0.15
Directory Assistance Intercept per Intercept Query Update	N/A	NA	NA	NA	\$0.0055	NA	NA	NA	NA	NA
Directory Assistance Access Service Calls, per call	N/A	\$0.275	\$0.275	\$0.275	\$0.275	\$0.275	\$0.275	\$0.260000	\$0.275	\$0.275
Professional recording of name (DA alone)	N/A	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Professional recording of name (DA and OCP alone)	N/A	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
DRAM or front-end loading, per TOPS switch	N/A	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
AABS or back-end loading, per IVS	N/A	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00
EBAS or 0- automation loading, per NAV shelf	N/A	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00
Recording Charge per Branded Announcement - Disconnect - Initial	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Recording Charge per Branded Announcement - Disconnect - Subsequent	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Directory Transport										
Directory Transport - Local Channel DS1, per month	N/A	\$35.52	\$43.64	\$38.36	\$36.32	\$43.83	\$38.91	\$35.68	\$37.20	\$133.81
NRC - 1st	N/A	\$503.57	\$242.45	\$356.15	\$697.46	\$339.69	\$494.83	\$534.48	\$534.81	\$868.97
NRC - Add'l	N/A	\$442.84	\$226.44	\$312.89	\$546.94	\$298.29	\$435.28	\$462.69	\$462.81	\$486.83
NRC - Disconnect Charge - 1st	N/A	\$46.28	NA	NA	NA	\$33.02	\$46.85	NA	NA	NA
NRC - Incremental Charge - Add'l	N/A	\$32.18	NA	NA	NA	\$23.32	\$33.02	NA	NA	NA
NRC - Incremental Charge-Manual Svc Order - NRC - 1st	SOMAN	\$61.99	NA	NA	NA	\$42.34	\$59.58	\$86.15	\$87.99	NA
NRC - Incremental Charge-Manual Svc Order - NRC - add'l	TBD	NA	NA	NA	NA	NA	NA	\$1.77	NA	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	SOMAN	\$29.27	NA	NA	NA	NA	NA	NA	NA	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	N/A	\$0.6923	\$0.6013	\$0.4523	\$0.45	\$19.48	\$27.41	NA	\$3.11	NA
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	N/A	\$79.69	\$99.79	\$78.47	\$55.05	\$93.40	\$74.40	\$0.5753	\$0.7598	\$23.00
NRC - 1st	N/A	\$108.15	\$45.91	\$147.07	\$298.18	\$140.49	\$196.28	\$217.17	\$94.98	\$90.00
NRC - Add'l	N/A	\$148.18	\$44.18	\$111.75	\$231.18	\$106.69	\$147.31	\$163.75	\$216.27	\$100.49
NRC - Disconnect Charge - 1st	N/A	\$25.44	NA	NA	NA	\$20.00	\$26.56	NA	\$162.70	\$100.49
NRC - Disconnect Charge - Add'l	N/A	\$20.42	NA	NA	NA	\$18.34	\$21.81	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	NA	NA	\$18.14	\$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$27.37	NA	NA	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
Switched Common Transport per DA Access Service per call	N/A	\$0.0003	\$0.0003	\$0.0002906	\$0.000175	\$0.0003274	\$0.0002997	\$0.00020	\$0.000327	NA
Switched Common Transport per DA Access Service per call per mile	N/A	\$0.0003	\$0.00001	\$0.0000186	\$0.000004	\$0.000175	\$0.0000202	\$0.00003	\$0.000303	NA
Access Tandem Switching per DA Access Service per call	N/A	\$0.0023	\$0.00055	\$0.0019152	\$0.000783	\$0.0025557	\$0.0023713	\$0.0021	\$0.0024809	NA
DA Interconnection, per DA Access Service Call	N/A	\$0.00269	NA	\$0.00269	NA	NA	NA	\$0.00	\$0.000269	NA
Directory Transport-Installation NRC, per trunk or signaling connection	N/A	\$260.69	\$206.06	\$204.23	\$501.98	\$195.54	\$257.73	NA	\$407.81	NA
NRC - 1st	N/A	\$5.95	\$4.71	\$4.42	\$13.32	\$4.23	\$5.85	NA	\$11.00	NA
NRC - Add'l	N/A	\$173.46	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - 1st	N/A	\$5.95	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$44.22	NA	\$130.05	\$171.49	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	\$4.23	\$5.85	NA	NA	NA
NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	\$407.53	NA	NA
NRC - Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$10.98	NA	NA
Directory Assistance Database Service (DADS)										
Directory Assistance Database Service charge per listing	N/A	\$0.0446	\$0.001	\$0.0445	\$0.0193	\$0.0443	\$0.0447	\$0.0446	\$0.0444	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Directory Assistance Database Service, per month	DBSOF	\$128.55	\$100.00	\$95.50	\$120.76	\$90.54	\$126.17	\$128.26	\$127.23	NA
AIN, per message										
AIN - BellSouth AIN SMS Access Service	CAM	NA	\$0.00004	NA	NA	NA	NA	NA	NA	TBD
Service Establishment Charge, per state, initial set-up	CAM									NA
NRC										NA
Port Connection - Dial/Shared Access	CAMSE	\$197.49	NA	\$90.25	NA	\$153.31	\$174.03	\$294.77	\$296.16	NA
NRC	CAMSE	\$114.22	NA	NA	NA	\$78.06	\$135.96	NA	NA	NA
Port Connection - ISDN Access	CAMDP	\$64.05	NA	\$29.66	NA	\$50.07	\$53.47	\$86.94	\$87.29	NA
NRC	CAMDP	\$27.04	NA	NA	NA	\$18.61	\$37.70	NA	NA	NA
Port Connection - Disconnect	CAM1P	\$64.05	NA	\$29.66	NA	\$50.07	\$53.47	\$86.94	\$87.29	NA
NRC	CAM1P	\$27.04	NA	NA	NA	\$18.61	\$37.70	NA	NA	NA
User ID Codes - per User ID Code										NA
NRC										NA
Security Card per User ID Code, initial or replacement	CAMAU	\$141.84	NA	\$84.43	NA	\$104.95	\$129.83	\$200.83	\$202.08	NA
NRC	CAMAU	\$70.05	NA	NA	NA	\$48.95	\$79.91	NA	NA	NA
Storage, per unit (100Kb)	CAMRC	\$142.13	NA	\$35.44	NA	\$125.33	\$131.54	\$172.05	\$172.26	NA
Session per minute	CAMRC	\$35.26	NA	NA	NA	\$24.40	\$45.77	NA	NA	NA
CO - Performed Session, per minute	N/A	\$0.0026	NA	\$0.0023	NA	\$0.0029	\$0.0029	\$0.0023	\$0.0028	NA
AIN - BellSouth AIN Toolkit Service										NA
AIN, Service Creation Tools										NA
Service Establishment Charge, per state, initial set-up	CAMBP	NA	TBD	NA	NA	NA	NA	NA	NA	NA
NRC										NA
Training Session, per customer	BAPSC	\$192.69	NA	\$86.74	NA	\$153.25	\$169.31	\$290.05	\$291.41	NA
NRC	BAPSC	\$114.22	NA	NA	NA	\$78.05	\$135.96	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt	BAPVX	\$8.363.00	NA	\$8.348.00	NA	\$8.315.00	\$8.379.00	\$8.363.00	\$8.333.00	NA
NRC	BAPVX	NA	NA	NA	NA	NA	NA	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Delay	BAPT	\$49.64	NA	\$19.13	NA	\$41.08	\$39.30	\$72.76	\$73.02	NA
NRC	BAPT	\$27.04	NA	NA	NA	\$18.60	\$37.70	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate	BAPTD	\$49.64	NA	\$114.80	NA	\$41.08	\$39.30	\$72.76	\$73.02	NA
NRC	BAPTD	\$27.04	NA	NA	NA	\$18.60	\$37.70	NA	NA	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP	BAPTM	\$49.64	NA	\$19.13	NA	\$41.08	\$39.30	\$72.76	\$73.02	NA
NRC	BAPTM	\$27.04	NA	NA	NA	\$18.60	\$37.70	NA	NA	NA
Trigger Access Charge, per trigger, per DN, GDP	BAPTO	\$117.98	NA	\$70.06	NA	\$92.99	\$106.90	\$149.95	\$150.25	NA
NRC	BAPTO	\$37.90	NA	NA	NA	\$26.73	\$48.44	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Feature Code	BAPTC	\$117.98	NA	\$70.06	NA	\$92.99	\$106.90	\$149.95	\$150.25	NA
NRC	BAPTC	\$37.90	NA	NA	NA	\$26.73	\$48.44	NA	NA	NA

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Disconnect	BAPTF	\$117.98	NA	\$70.06	NA	\$92.99	\$106.90	\$149.95	\$150.25	NA
Query Charge, per query	BAPTF	\$37.90	NA	NA	NA	\$26.73	\$48.44	NA	NA	NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query		\$0.024	NA	\$0.0209223	NA	\$0.03	\$0.0256138	\$0.02	\$0.0250662	NA
		\$0.006	NA	\$0.0053137	NA	\$0.0065	\$0.0065161	\$0.005	\$0.0062979	NA
SCP Storage Charge, per SMS Access Acct, per 100 Kb										
Monthly Report - per AIN Toolkit Service Subscription	N/A	\$1.63	NA	\$1.46	NA	\$1.79	\$1.79	\$1.45	\$1.73	NA
NRC	BAPMS	\$16.00	NA	\$15.96	NA	\$15.89	\$16.01	\$15.98	\$15.93	NA
NRC - Disconnect	BAPMS	\$44.56	NA	\$22.64	NA	\$34.61	\$44.02	\$71.80	\$72.15	NA
Special Study - per AIN Toolkit Service Subscription	BAPMS	\$31.84	NA	NA	NA	\$21.97	\$31.28	NA	NA	NA
NRC	BAPLS	\$0.10	NA	\$0.0861109	NA	\$0.08	\$0.0810536	\$0.08	\$0.0872769	NA
NRC - Disconnect	BAPLS	\$47.74	NA	\$22.64	NA	\$37.77	\$47.21	\$47.20	\$47.35	NA
Call Event Report - per AIN Toolkit Service Subscription	BAPLS	\$15.90	NA	NA	NA	NA	NA	NA	NA	NA
NRC	BAPDS	\$15.90	NA	\$15.87	NA	\$15.81	\$15.93	\$15.90	\$15.84	NA
NRC - Disconnect	BAPDS	\$44.56	NA	\$22.64	NA	\$34.61	\$44.02	\$71.80	\$72.15	NA
Call Event special Study - per AIN Toolkit Service Subscription	BAPDS	\$31.84	NA	NA	NA	\$21.97	\$31.28	NA	NA	NA
NRC	BAPES	\$0.003	NA	\$0.0028704	NA	\$0.0026	\$0.0027018	\$0.003	\$0.0029092	NA
NRC - Disconnect	BAPES	\$47.74	NA	\$22.64	NA	\$37.77	\$47.21	\$47.20	\$47.35	NA
	BAPES	\$15.90	NA	NA	NA	\$37.77	NA	NA	NA	NA
CALLING NAME (CNAM) QUERY SERVICE										
CNAM (Database Owner), Per Query	N/A	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016
CNAM (Non-Database Owner), Per Query	N/A	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
NRC, applicable when CLEC-1 uses the Character Based User Interface (CHUI)	N/A	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00
* Volume and term arrangements are also available.										
SELECTIVE ROUTING (Note 5)										
Per Line or PBX Trunk, each										
NRC		NA	NA	NA	\$10.00 (Interim)	NA	NA	NA	NA	TBD
Customized routing per unique line class code, per request, per switch		NA	NA	NA	NA	NA	NA	NA	NA	TBD
NRC		NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order	USRCR	\$230.60	\$229.65	\$180.62	\$229.65	\$229.65	\$227.99	\$229.65	\$226.22	\$229.65
		\$25.93	NA	\$18.94	NA	NA	\$253.51	NA	\$27.84	NA
VIRTUAL COLLOCATION										
NRC - Virtual Collocation - Application Cost - Manual	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Virtual Collocation - Cable Installation Cost per Cable - Manual	TBD	NA	NA	NA	NA	NA	NA	\$3,622.00	NA	NA
RC - Virtual Collocation - Floor space per square foot	TBD	NA	NA	NA	NA	NA	NA	\$2,305.00	NA	NA
RC - Virtual Collocation - Floor space power, per ampere	TBD	NA	NA	NA	NA	NA	NA	\$3.45	NA	NA
RC - Virtual Collocation - Cable support structure, per entrance cable	TBD	NA	NA	NA	NA	NA	NA	\$6.65	NA	NA
2-wire Cross-Connect								\$18.66	NA	NA
RC	UEAC2	\$0.28	\$0.524	\$0.30	\$0.31	\$0.26	\$0.3996	\$0.09	\$0.3648	\$0.30
NRC - 1st	UEAC2	\$30.76	\$11.57	\$12.60	\$54.21	\$23.04	\$30.93	\$41.78	\$41.50	\$19.20
NRC - Add'l	UEAC2	\$29.40	\$11.57	\$12.60	\$51.07	\$22.11	\$29.59	\$39.23	\$38.94	\$19.20
NRC - 1st - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.75	NA	NA
NRC - Add'l - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.75	NA	NA
NRC - Disconnect - 1st	UEAC2	\$12.75	NA	NA	NA	\$9.48	\$12.78	NA	NA	NA
NRC - Disconnect - Add'l	UEAC2	\$11.38	NA	NA	NA	\$8.54	\$11.43	NA	NA	NA
4-wire Cross-Connect										
RC	UEAC4	\$0.56	\$0.524	\$0.50	\$0.62	\$0.52	\$0.7992	\$0.18	\$0.7297	\$0.50
NRC - 1st	UEAC4	\$66.71	\$11.57	\$12.60	\$54.23	\$23.23	\$31.17	\$41.91	\$41.56	\$19.20
NRC - Add'l	UEAC4	\$50.43	\$11.57	\$12.60	\$50.96	\$22.24	\$29.77	\$39.25	\$38.90	\$19.20
NRC - 1st - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.73	NA	NA
NRC - Add'l - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.73	NA	NA
NRC - Disconnect - 1st	UEAC4	\$12.82	NA	NA	NA	\$9.53	\$12.83	NA	NA	NA
NRC - Disconnect - Add'l	UEAC4	\$11.39	NA	NA	NA	\$8.55	\$11.43	NA	NA	NA
2-fiber Cross-Connect										
RC	CNC2F	\$12.10	NA	\$15.64	\$15.64	\$19.13	\$15.64	\$15.99	\$15.06	\$15.64

BELLSOUTH/SPRINT RATES
NETWORK ELEMENTS
AND OTHER SERVICES
OSS/SWA 8XX/DATABASES

Attachment 2
Exhibit C
Rates - Page 184

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 1st	CNC2F	\$55.46	NA	\$41.56	\$41.56	\$41.07	\$41.56	\$87.34	\$69.28	\$41.56
NRC - Add'l	CNC2F	\$39.18	NA	\$29.82	\$29.82	\$29.63	\$29.82	\$48.55	\$48.89	\$29.82
NRC - Disconnect - 1st	CNC2F	\$16.83	NA	NA	NA	\$12.84	\$12.96	NA	NA	NA
NRC - Disconnect - Add'l	CNC2F	\$13.27	NA	NA	NA	\$10.29	\$10.34	NA	NA	NA
4-fiber Cross-Connect										
RC										
NRC - 1st	CNC4F	\$21.75	NA	\$28.11	\$28.11	\$34.38	\$28.11	\$28.74	\$27.08	\$28.11
NRC - Add'l	CNC4F	\$66.71	NA	\$50.53	\$50.53	\$49.81	\$50.53	\$82.35	\$84.07	\$50.53
NRC - Disconnect - 1st	CNC4F	\$50.43	NA	\$38.78	\$38.78	\$38.37	\$38.78	\$63.56	\$63.68	\$38.78
NRC - Disconnect - Add'l	CNC4F	\$21.86	NA	NA	NA	\$16.75	\$16.97	NA	NA	NA
DS1 Cross-Connects	CNC4F	\$18.31	NA	NA	NA	\$14.20	\$14.35	NA	NA	NA
RC										
NRC - 1st	TBD	NA	NA	NA	NA	NA	NA	\$0.97	NA	NA
NRC - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$71.02	NA	NA
NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	\$51.08	NA	NA
NRC - Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
DS3 Cross-Connects										
RC										
NRC - 1st	TBD	NA	NA	NA	NA	NA	NA	\$12.33	NA	NA
NRC - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$69.84	NA	NA
NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	\$49.43	NA	NA
NRC - Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.										
1 BellSouth and CLEC shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges. (FL)										
2 This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.										
3 This charge is only applicable where signaling usage measurement or billing capability does not exist.										
4 Prices for AIN to be determined upon development of mediation device. (TN)										
5 Price for Line Class Codes for Selective Routing shall be determined by the TRA. (TN)										

Attachment 3

Network Interconnection

<u>1</u>	<u>DISAGREE -- Definition of Local Traffic</u>
	<u>DISAGREE -- Definition of Tandem Switching</u>
	<u>DISAGREE -- Definition of Virtual Point of Interconnection</u>
<u>2.7</u>	<u>DISAGREE -- Point of Interconnection</u>
<u>2.8.6</u>	<u>OPEN -- Sprint to send competing language</u>
<u>2.8.7</u>	<u>OPEN -- Sprint to send competing language</u>
<u>2.8.8.2 - 2.8.8.4</u>	<u>OPEN -- BellSouth to send language detailing 60:40 proposal</u>
<u>2.8.11</u>	<u>OPEN -- Sprint to send Virtual Trunking language</u>
<u>5.1.1</u>	<u>DISAGREE -- Definition of Local Traffic</u>
<u>5.1.1.1</u>	<u>DISAGREE -- Definition of Local Traffic</u>
<u>5.1.2</u>	<u>DISAGREE -- Geographical symmetrical rates for tandem switching</u>
<u>5.1.5</u>	<u>OPEN -- Sprint to propose billing on set mileage level</u>
<u>5.1.6</u>	<u>OPEN</u>
<u>5.1.7</u>	<u>OPEN -- BellSouth review of proposed Sprint changes</u>
<u>5.1.8</u>	<u>OPEN -- BellSouth review</u>
<u>5.1.9</u>	<u>OPEN -- BellSouth review</u>
<u>5.6.3</u>	<u>OPEN -- BellSouth review</u>
<u>5.6.4 c</u>	<u>OPEN -- BellSouth review</u>
<u>5.7.1</u>	<u>OPEN -- BellSouth review</u>
<u>5.7.2</u>	<u>OPEN -- BellSouth review</u>
<u>5.7.3</u>	<u>OPEN -- BellSouth review</u>
<u>5.8.1</u>	<u>DISAGREE -- Definition of Switched Access</u>
<u>5.8.7</u>	<u>DISAGREE</u>
<u>5.9</u>	<u>OPEN BellSouth Review of proposed Sprint deletion</u>
<u>5.10</u>	<u>DISAGREE</u>
<u>Exhibit A</u>	<u>OPEN Sprint</u>

TABLE OF CONTENTS

1. Definitions	3
2. NETWORK INTERCONNECTION	6
3. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION	24
5. LOCAL DIALING PARITY	27
6. INTERCONNECTION COMPENSATION	27
7. OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	37
 1. Definitions	 3
 2. Network Interconnection	 6
 3. Network Design And Management For Interconnection	 24
 5. Local Dialing Parity	 27
 6. Interconnection Compensation	 27
 7. Operational Support Systems (OSS) Rates	 36
 Exhibit A – Rates	 33

Network Interconnection: Call Transport and Termination

The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local) and exchange access (IntraLATA Toll and Switched Access) on the following terms:

1. Definitions

~~**Interoffice Channel Dedicated Transport.** Interoffice Channel Dedicated Transport is defined as a switched transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.~~

Dedicated Transport. Dedicated Transport is defined as incumbent LEC transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3, and Ocn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers owned by incumbent LECs or requesting telecommunications carriers, or between switches owned by incumbent LECs or requesting telecommunications carriers.

Interoffice Channel Dedicated Transport. Interoffice Channel Dedicated Transport is defined as a switched transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.

Local Channel. A Local Channel is defined as a switched dedicated transport facility between a Party's Point of Interconnection and its designated serving wire center.

Dark Fiber Transport. Dark Fiber Transport is defined as incumbent LEC optical transmission facilities without attached multiplexing, aggregation or other electronics.

Shared Transport. Shared transport is defined as transmission facilities shared by more than one carrier, including the incumbent LEC, between end office switches, between end office switches and tandem switches, and between tandem switches, in the incumbent LEC networks.

Fiber Meet. Fiber Meet is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Point of Interconnection).

~~**Local Channel.** A Local Channel is defined as a switched dedicated transport facility between a Party's Point of Interconnection and its designated serving wire center.~~

DISAGREE DEFINITION OF LOCAL TRAFFIC

BELLSOUTH PROPOSAL:

Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. As clarification of this definition and for reciprocal transport and termination compensation, Local Traffic does not include traffic that originates from or terminates to or through an enhanced service provider or information service provider. As further clarification, Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

SPRINT PROPOSAL:

Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. As clarification of this definition and for reciprocal transport and termination compensation, Local Traffic includes traffic that originates from or terminates to or through an enhanced service provider or information service provider. As further clarification, Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

Serving Wire Center. For purposes of interconnection, a Serving Wire Center is defined as the wire center owned by one party from which the other party would normally obtain dial tone for its Point of Interconnection.

Transit Traffic. Transit Traffic is ~~Local and/or IntraLATA Toll Traffic~~ originating on Sprint's network that is switched and/or transported by BellSouth and delivered to a third party's network or ~~Local and/or IntraLATA Toll Traffic~~

originating on a third party's network that is switched and/or transported by BellSouth and delivered to Sprint's network. [OK]

DISAGREE DEFINITION OF TANDEM SWITCHING

BELLSOUTH PROPOSAL:

Tandem Switching. For the purposes of this Attachment, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch), pursuant to 47 CFR § 51.711 (a) (3) and 47 CFR § . [8/21 moved from section 6.1.5]

SPRINT PROPOSAL:

Tandem Switching. For the purposes of this Attachment, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch), pursuant to 47 CFR § 51.711 (a) (3). [8/21 moved from section 6.1.5]

End Office Switching. For the purposes of this Attachment, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch. [8/21 moved from section 6.1.5]

Point of Interconnection. A Point of Interconnection is the physical telecommunications interface between BellSouth and Sprint's interconnection functions. It establishes the technical interface and point of operational responsibility. The primary function of the Point of Interconnection is to serve as the termination point for the interconnection service.

DISAGREE DEFINITION OF VIRTUAL POINT OF INTERCONNECTION

BELLSOUTH PROPOSAL:

Virtual Point of Interconnection. A Virtual Point of Interconnection (VPOI) is defined as the Point of Interconnection specified by BellSouth for delivery of BellSouth originated traffic to Sprint from which Sprint agrees to pay BellSouth for Interoffice Dedicated Transport and associated multiplexing for BellSouth to transport Local Traffic and internet traffic over BellSouth facilities from the VPOI to the Physical Point of Interconnection designated by Sprint. BellSouth may establish a VPOI in any BellSouth basic local calling area to which Sprint has assigned a Sprint NPA/NXX. Compensation for said transport and multiplexing is as set forth in the Interconnection Compensation section of this Attachment.

SPRINT PROPOSAL:

Sprint proposes to strike definition of Virtual Point of Interconnection.

~~**Dark Fiber Transport.** Dark Fiber Transport is defined as incumbent LEC optical transmission facilities without attached multiplexing, aggregation or other electronics.~~

2. Network Interconnection

2.1 BellSouth shall provide interconnection with BellSouth's network at any technically feasible point within BellSouth's network.

2.2 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection in each LATA, or as otherwise agreed between the Parties. Requests to BellSouth for interconnection at other points or through other methods may be made through the Bona Fide Request/New Business Request process set out in the General Terms and Conditions of this Agreement.

2.2.1 Using one or more of the NIM's herein, the Parties will agree to a physical interconnection architecture plan for a specific geographic area. Sprint and BellSouth agree to interconnect their networks through existing and/or new interconnection facilities between Sprint's switch(es) and BellSouth End Office(s) and/or Tandem switch(es). The physical architecture plan will, at a minimum, include the location of Sprint's switch(es) and BellSouth's End Office switch(es) and/or Tandem switch(es) to be interconnected and the facilities that will connect the two networks. At the time of implementation in a given local exchange area the plan will be documented.

2.3 Physical Collocation Interconnection

2.3.1 When Sprint provides its own facilities or uses the facilities of a 3rd party to a BellSouth tandem or end office and wishes to place its own transport terminating equipment at that location, Sprint may interconnect using the provisions of physical collocation as set forth in Attachment 4 of this Agreement.

2.4 Virtual Collocation Interconnection

2.4.1 When Sprint provides its own facilities or uses the facilities of a 3rd party to a BellSouth tandem or end office and wishes for BellSouth to place transport terminating equipment at that location on Sprint's behalf, Sprint may interconnect

using the provisions of Virtual Collocation as set forth in Attachment 4A of this Agreement.

2.5 Interconnection via Leased Dedicated Transport Facilities

2.5.1 For purposes of ~~Pursuant to~~ call transport and termination, the originating party may obtain ~~lease~~ Local Channel and Interoffice Channel dedicated transport facilities to interconnect with the terminating Party as set forth below. The Parties shall charge for such facilities as set forth in Exhibit A to this Attachment. The portion of such facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility Factor (PLF). If Sprint, pursuant to 47 CFR §51.711(b) demonstrates that its costs support different rates, upon approval by the appropriate state commission, such other rates shall be included within this Agreement to be applied prospectively from the effective date of the Commission approval. [8/11 OK]

2.5.1.1 The originating Party may obtain Local Channel dedicated transport facilities from the terminating Party from the originating Party's Point of Interconnection to the Serving Wire Center.

2.5.1.2 The originating Party may obtain Interoffice Channel dedicated transport facilities from the terminating Party from the Serving Wire Center to the terminating Party's switch to which the originating Party desires interconnection.

2.6 Fiber Meet Interconnection

2.6.1 Fiber Meet Interconnection between BellSouth and Sprint can occur at any mutually agreeable, economically and technically feasible point between SPRINT's premises and a BellSouth Tandem or End Office within a LATA. [8/11 OK]

~~1.11.22.6.2~~ 6.2 If Sprint elects to interconnect with BellSouth pursuant to a Fiber Meet, Sprint and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel facility at technically feasible transmission speeds as mutually agreed to by the Parties, ~~either the DS0, DS1, or DS3 level.~~ The Parties shall work jointly to determine the specific transmission system to permit the successful interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. The technical specifications will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Fiber Meet, ~~as defined in this article. However, CLEC 1's SONET transmission must be compatible with BellSouth BellSouth's equipment in the BellSouth BellSouth Interconnection Wire Center. The same vendor's equipment and software version must be used, and the~~

Data Communications Channel (DCC) must be turned off. ~~The Data Communications Channel (DCC) must be turned off.~~ Neither party will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). [OPEN] [8/11 OK]

SPRINT PROPOSAL:

2.6.3 There are two~~four~~ basic Fiber Meet design options. The option selected must be mutually agreeable to both Parties, but neither Party shall unreasonably withhold its agreement to utilize a Fiber Meet design option. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this section. [8/11 OK]

2.6.3.1 Design One: Sprint's fiber cable (four fibers) and BellSouth's fiber cable (four fibers) are connected at an economically and technically feasible point between SPRINT and BellSouth locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties fiber cables would be terminated and then cross connected on a fiber termination panel. Each Party would supply a fiber optic terminal at its respective end. The POI would be at the fiber termination panel at the mid-point meet. [8/11 OK]

~~Design Two: Sprint will provide fiber cable to the last entrance (or BellSouth designated) manhole at the BellSouth Tandem or End Office switch. BellSouth shall make all necessary preparations to receive and to allow and enable Sprint to deliver fiber optic facilities into that manhole. Sprint will provide a sufficient length of Optical Fire Resistant (OFR) cable for BellSouth to pull the fiber cable through the BellSouth cable vault and terminate on the BellSouth fiber distribution frame (FDF) in BellSouth's office. Sprint shall deliver and maintain such strands wholly at its own expense up to the POI. BellSouth shall take the fiber from the manhole and terminate it inside BellSouth's office on the FDF at BellSouth's expense. In this case the POI shall be at the BellSouth designated manhole location. The Parties will agree what remuneration, if any, Sprint will receive for providing the majority of the fiber optic cable.~~

~~Design Three: BellSouth will provide fiber cable to the last entrance (or Sprint designated) manhole at the Sprint location. Sprint shall make all necessary preparations to receive and to allow and enable BellSouth to deliver fiber optic facilities into that manhole. BellSouth will provide a sufficient length of Optical Fire Resistant (OFR) cable for Sprint to run the fiber cable from the manhole and terminate on the Sprint fiber distribution frame (FDF) in Sprint's location. BellSouth shall deliver and maintain such strands wholly at its own expense up to the POI. Sprint shall take the fiber from the manhole and terminate it inside Sprint's office on the FDF at Sprint's expense. In this case the POI shall be at the Sprint designated manhole location. The Parties will agree what remuneration, if any, BellSouth will receive for providing the majority of the fiber optic cable.~~

- 2.6.3.2 ~~Design Two~~^{Four}: Both Sprint and BellSouth each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. BellSouth will provide the fibers associated with the "working" side of the system. Sprint will provide the fibers associated with the "protection" side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain or fiber ring SONET system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. ~~The POI will be defined as being at the BellSouth location.~~ [8/11 OK]
- 2.6.43 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the interconnecting BellSouth Interconnection Wire Center ("BIWC"). [8/11 OK]
- 2.6.54 Sprint shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the interconnecting Sprint Interconnection Wire Center ("Sprint Wire Center"). [8/11 OK]
- 2.6.65 The Parties may mutually agree upon an economically and technically feasible Point of Interconnection outside the interconnecting BellSouth wire center BIWC as a Fiber Meet point. BellSouth shall make all necessary preparations to receive, and to allow and enable Sprint to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code will be established for each Point of Interconnection. The code established must be a building type code. All orders shall originate from the Point of Interconnection (i.e., Point of Interconnection to Sprint, Point of Interconnection to BellSouth). [8/11 OK]
- 2.6.76 Sprint shall deliver and maintain Sprint's such fiber optic facility wholly at its own expense. Upon verbal request by Sprint, BellSouth shall allow Sprint access to the Fiber Meet entry point for maintenance purposes as promptly as possible. [8/11 OK]

SPRINT PROPOSAL

- 2.6.8 Each Party shall provide or lease its own, unique source for the synchronized timing of its FOT equipment. Each timing source must be Stratum-1 traceable ~~and cannot be provided over DS0/DS1 facilities, via Line Timing, or via a Derived DS1 off of FOT equipment.~~ Both Parties agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above. [8/11 OK]

- 2.6.9 Sprint and BellSouth will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by Sprint and BellSouth. [8/11 OK]
- 2.6.107 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of its own SONET transmission system.
- 2.6.118 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.
- 2.6.9 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non transit -Local Traffic (i.e. Local Channel). Charges incurred for other services including dedicated transport facilities from the Fiber Meet to the point where the facilities terminate Point of Interconnection if applicable will apply. [OPEN] [2/16 OPEN – Sprint review of BellSouth counter to reinsert language] [8/11 OK]

DISAGREE SECTION 2.7

BELLSOUTH PROPOSAL:

- 2.7 **Points of Interconnection**
- 2.7.1 Pursuant to the provisions of this Attachment, each Party as an originating Party, may establish Points of Interconnection for the delivery of its originated Local and IntraLATA Toll Traffic to the other Party for call transport and termination by the terminating Party.
- 2.7.2 **If the Parties mutually agree to utilize two-way interconnection trunking for the exchange of Local and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of Points of Interconnection.**

SPRINT PROPOSAL:

- 2.7 Sprint shall establish, at a minimum, one Point of Interconnection within the LATA for the exchange of traffic.

2.8 Interconnection Trunking

- 2.8.1 The Parties will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Attachment and accepted industry practices.
- 2.8.2 Any Sprint request that requires special BellSouth translations and other network modifications will require Sprint to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in the General Terms and Conditions.
- 2.8.3 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling will be used.
- 2.8.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks, and such 64CCC must be specified by Sprint on the order.
- ~~2.8.5 In cases where Sprint is also an Interexchange Carrier (IXC), the IXC's Feature Group D (FG D) trunking must remain separate from the Local interconnection trunking. [6/22 OPEN BellSouth] [8/11 OK to delete]~~
- 2.8.56 All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Sprint not addressed in Exhibit A shall be as negotiated by the Parties. Until such rates are established, the interim rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for Switched Access services. Once the negotiated rate is established, it will be applied retroactively to the date requested. [6/22 OPEN – BellSouth has interim trunk rates and will add these rates to rate exhibit for Sprint review. Pending agreement on these interim rates, Sprint ok with tariff rates for remaining charges] [8/11 OK]
- 2.8.56.1 For two-way interconnection trunking that carries the Parties' Local and IntraLATA Toll Traffic only, excluding Transit Traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. Sprint shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- ~~2.8.6 One-way, Two-way and Super Group Local and IntraLATA Toll Interconnection Trunking [OPEN – BellSouth to provide 2000 language to Sprint for review as replacement for sections 2.8.7 – 2.8.13] [8/21 OPEN – Sprint to send competing language]~~

2.8.6.1 The Parties shall interconnect using one-way trunking for the delivery of Local and IntraLATA Toll Traffic to the terminating Party or two-way interconnection trunking for the receipt and delivery of Local and IntraLATA Toll Traffic between the Parties as set forth herein.

2.8.6.2 One-Way Interconnection Trunking

2.8.6.2.1 One-way interconnection trunking for Local and IntraLATA Toll Traffic may be established by Sprint from its end office or switch to deliver such traffic to BellSouth access tandems, ~~Local tandems and end offices~~, and local traffic to BellSouth local tandems. Likewise, BellSouth may establish one-way interconnection trunking from its access tandems, Local tandems and end offices to deliver Local and IntraLATA Toll Traffic to Sprint's end office or switching center.

2.8.6.2.2 The establishment of one-way interconnection trunking to a Party's end office provides for the delivery of the originating Party's Local and IntraLATA Toll Traffic to the terminating Party's end users served by such end office.

2.8.6.2.3 Sprint's establishment of one-way interconnection trunking to a BellSouth Local tandem provides for the delivery of its originated ~~Local~~ Traffic to the BellSouth end users served by BellSouth end offices subtendingsuch BellSouth Local tandem or other BellSouth local tandems within the same local calling area according to the provisions in the Local Tandem Interconnection Trunking section of this Attachment.

2.8.6.2.4 Unless multiple tandem access is ordered, Sprint's establishment of one-way interconnection trunks at BellSouth access tandems provides intratandem delivery of Sprint's originating Local and IntraLATA Toll Traffic to the BellSouth end users served by such BellSouth access tandem.

2.8.6.3 Two-Way Interconnection Trunking

2.8.6.3.1 Two-way interconnection trunking may be utilized by the Parties to transport Local and IntraLATA Toll Traffic between Sprint's end office or switch and BellSouth's access tandem or end office. It may also be used to transport Local Traffic between Sprint's end office or switch and BellSouth's local tandem. Because both Parties' Local and IntraLATA Toll Traffic shall utilize the same two-way trunk group, the Parties shall mutually agree to use this type of interconnection trunking with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Point(s) of Interconnection for two-way interconnection trunking transporting both Parties Local and IntraLATA Toll shall be mutually agreed upon. Sprint shall order such two-way trunking via the Access Service Request (ASR) process in place for

Local Interconnection upon determination by the Parties, in a joint planning meeting, that such trunking shall be utilized. Furthermore, the Parties shall jointly review such trunking performance and forecasts on a periodic basis. The Parties use of two-way interconnection trunking for the transport of Local and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks within the same local calling area for the delivery of its originated Local and IntraLATA Toll Traffic to the other Party.

2.8.6.3.2 The establishment of two-way interconnection trunks between the Parties' end offices provides for the receipt and delivery of the Parties' Local and IntraLATA Toll Traffic between the Parties' end users served by such end offices.

2.8.6.3.3 The Parties' establishment of two-way interconnection trunking to a BellSouth local tandem provides for the receipt and delivery of the Parties Local Traffic between the Parties' end users served by such end offices and according to the provisions in the Local Tandem Interconnection section of this Attachment.

2.8.6.3.4 Unless multiple tandem access is ordered, the Parties establishment of two-way interconnection trunks between a Sprint end office and a BellSouth access tandem provides intratandem delivery of Sprint's originating Local and IntraLATA Toll Traffic from Sprint end users served by such Sprint end office to the BellSouth end users served by such BellSouth access tandem.

2.8.6.3.4.1 Furthermore, such two-way interconnection trunks between a BellSouth access tandem and a Sprint end office allows BellSouth to deliver BellSouth originated Local and IntraLATA Toll Traffic from BellSouth end users to the Sprint end users served by such Sprint end office.

2.8.6.4 The Parties agree to exchange traffic data on two-way trunks and to implement such an exchange within three (3) months of the date that two-way trunking is established and the trunk groups begin passing live traffic, or another date as agreed to by the Parties. Exchange of traffic data will permit each company to have knowledge of the offered and overflow load at each end of the two-way trunk group, and thereby enable accurate and independent determination of performance levels and trunk requirements. The parties agree to exchange traffic data electronically. [BellSouth Disagree]

2.9.7.5 2.8.6.5 BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

2.8.7 Transit Trunk Groups [8/21 OPEN – Sprint to send competing language]

2.8.7.1 Transit trunk groups may be established by Sprint to deliver and receive, and thus are two-way trunks, Local and IntraLATA Toll Transit Traffic from third parties such as Independent Companies and other CLECs at BellSouth access tandems and Switched Access traffic from Interexchange Carriers at BellSouth access

tandems. Unless multiple tandem access is ordered, establishing such trunks at BellSouth access tandems provides intratandem access to the third parties also interconnected at those tandems.

- 2.8.7.2 It is the responsibility of Sprint to enter into arrangements with each third party carrier (ICOs or other CLECs) to deliver and/or receive Transit Traffic. Sprint agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the establishment of interconnection trunking arrangements.
- 2.8.87.3 800/(8YY)Toll Free Traffic
- 2.8.87.3.1 If Sprint chooses BellSouth to handle 800/(8YY)Toll Free database queries from its switches, all Sprint originating 800/(8YY)Toll Free traffic will be routed over the InterLATA meet point Transit trunk group. This traffic will include a combination of both Interexchange Carrier (IXC), 800/(8YY) service and Sprint 800/(8YY) service that will be identified and segregated by carrier through the database query handled through the BellSouth Tandem switch.
- 2.8.87.3.2 All originating Toll Free Service (800/(8YY)Toll Free) calls for which Sprint requests that BellSouth perform the Service Switching Point ("SSP") function (i.e., perform the database query) shall be delivered using GR-394 format over the Meet Point Transit Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 2.8.87.3.3 Sprint may handle its own 800/(8YY)Toll Free database queries from its switch. If so, Sprint will determine the nature (Local/Intra-LATA/Inter-LATA) of the 800/(8YY)Toll Free call based on the response from the database. If the query determines that the call is an BellSouth Local or IntraLATA 800/(8YY)Toll Free number, Sprint will route the post-query Local or IntraLATA converted ten-digit local number to BellSouth over the Local or Intra-LATA trunk group. If the query determines that the call is a third party (ICO or other CLEC) Local or IntraLATA Toll Free number, Sprint will route the post-query Local or IntraLATA converted ten-digit local number to BellSouth over the Transit Trunk group. -In such case, SPRINTprint is to provide an 800/(8YY)Toll Free billing record when appropriate. If the query reveals the call is an InterLATA 800/(8YY)Toll Free number, Sprint will route the post-query Inter-LATA call (800/(8YY)Toll Free number) directly from its switch for carriers Interconnected with its network or over the meet point Transit trunk group to carriers not directly connected to its network but are connected to BellSouth's Access Tandem. Calls will be routed to BellSouth over the Local/IntraLATA and Transitinter-LATA trunk groups within the LATA in which the calls originate
- 2.8.87.3.5 All post-query Toll Free Service (800/(8YY)Toll Free) calls for which Sprint performs the SSP function, if delivered to BellSouth, shall be delivered using GR-

~~394 format over the Meet Point Trunk Group for calls destined to IXC's, or shall be delivered by Sprint using and GR-317 format over the local Interconnection trunk group for calls destined to End Offices that directly subtend the Tandem.~~

2.8.8 Access Tandem Interconnection Trunking [8/21 OPEN]

2.8.8.1 When Tandem trunks are deployed, Sprint shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective BellSouth Tandems on the trunk groups defined herein. The LERG should be referenced for current routing and tandem serving arrangements. Likewise, BellSouth shall route appropriate traffic to Sprint switches based on the tandem serving arrangements referenced in the LERG.

2.8.8.2 SuperGroup Interconnection Trunking [8/21 OPEN – BellSouth to send language detailing a proposal to share Super Group costs for trunks and associated facilities at a split of 60 Sprint and 40 BellSouth]

2.8.8.2.1 Supergroup interconnection trunking may be utilized by the Parties to transport the Parties combined Local, IntraLATA Toll, Transit, and Switched Access Traffic on a two-way interconnection trunk group between Sprint's end office or switching center and a BellSouth access tandem. Because both Parties' Local and IntraLATA Toll Traffic shall utilize the same two-way trunk group, the Parties shall mutually agree to use this type of interconnection trunking with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Point(s) of Interconnection for this two-way trunk group shall be mutually agreed upon. Sprint shall be responsible for placing the orders for such two-way trunk groups via the Access Service Request (ASR) process in place for Local Interconnection upon determination by the Parties, in a joint planning meeting, that such trunking shall be utilized. Furthermore, the Parties shall jointly review such trunking performance and forecasts on a periodic basis. The Parties use of this type of two-way interconnection trunking does not preclude either Party from establishing additional one-way interconnection trunks within the same local calling area for the delivery of its originated Local and IntraLATA Toll Traffic to the other Party.

2.8.8.2.2 Unless multiple tandem access is ordered, the Parties establishment of SuperGroup interconnection trunking between a Sprint end office and a BellSouth access tandem provides intratandem delivery of Sprint's originating Local and IntraLATA Toll Traffic from Sprint end users served by such Sprint end office to the BellSouth end users served by such BellSouth access tandem, as well as intratandem Transit Traffic between such Sprint end users and third party network providers also interconnected to such BellSouth access tandem.

- 2.8.8.2.3 Additionally, SuperGroup interconnection trunking transports Sprint originated intertandem Transit Traffic which transits a single BellSouth access tandem but is destined for a third party tandem, such as an ICO tandem.
- 2.8.8.2.4 Switched Access Traffic shall not be double-tandemed, therefore, SuperGroup interconnection only provides for the intratandem receipt and delivery of Switched Access Traffic.
- 2.8.8.2.5 Furthermore, such SuperGroup two-way trunks between a BellSouth access tandem and a Sprint end office allows BellSouth to deliver BellSouth originated Local and IntraLATA Toll Traffic from BellSouth end users to the Sprint end users served by such Sprint end office.
- 2.8.8.3 At a minimum, Sprint shall establish interconnection trunking to BellSouth at a single point within the LATA for the delivery of Local and IntraLATA Toll Traffic to BellSouth and for the receipt and/or delivery of Transit Traffic and Switched Access Traffic to and/or from third party carriers served by that tandem. When Sprint establishes interconnection trunking at a single point in the LATA, the trunk terminations shall be at a BellSouth access tandem. To the extent Sprint desires to terminate Local and IntraLATA Toll Traffic to BellSouth and Transit Traffic to third parties served by BellSouth access tandems within the LATA, other than the one Sprint has established interconnection trunking to, Sprint shall order Multiple Tandem Access to such other BellSouth access tandems.
- 2.8.8.3.1 Notwithstanding the forgoing, Sprint shall establish interconnection trunking to all BellSouth access and local tandems in the LATA where Sprint has assigned or homed NPA/NXXs. Sprint shall assign or home NPA/NXXs on the BellSouth tandems that serve the Exchange Rate Center Areas where the subscribers who use such NPA/NXXs are located. The specified association between BellSouth tandems and Exchange Rate Centers is defined in the national Local Exchange Routing Guide (LERG). Sprint shall enter its NPA/NXX access and/or local tandem homing arrangement into the LERG.
- 2.8.8.4 Switched Access traffic will be delivered to and by IXC's based on Sprint's NXX Access Tandem homing arrangement as specified by Sprint in the Local Exchange Routing Guide (LERG).
- 2.8.8.5 Multiple Tandem Access ("MTA")**
- 2.8.8.5.1** MTA provides for LATA wide BellSouth transport and termination of Sprint-originated IntraLATA Toll and Local Traffic, that is transported by BellSouth, by establishing interconnection trunking at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, Sprint must still establish interconnection trunking at all BellSouth access tandems where

Sprint NXXs are "homed". If Sprint does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish interconnection trunking at such BellSouth access tandem, Sprint can order MTA in each BellSouth access tandem within the LATA where it does have interconnection trunking and BellSouth will terminate traffic to end-users served through those BellSouth access tandems. MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

- 2.8.8.5.2 MTA does not include Switched Access Traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on Sprint's NXX Access Tandem homing arrangement as specified by Sprint in the national Local Exchange Routing Guide (LERG).
- 2.8.8.5.3 For Sprint-originated Local and IntraLATA Toll Traffic that BellSouth transports but is destined for termination by a third Party network (Transit Traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.
- 2.8.8.5.4 The Parties agree that compensation for the BellSouth transport and/or termination of Sprint's Local and IntraLATA Toll Traffic will be billed on a statewide basis at the applicable rates specified in Exhibit A to this Attachment for Local Traffic and at the BellSouth intrastate Switched Access tariff rates for IntraLATA Toll traffic.
- 2.8.8.5.5 To the extent Sprint does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, Sprint must establish interconnection trunking to every access tandem in the calling area in order to serve the entire calling area. To the extent Sprint does not purchase MTA and provides IntraLATA Toll service to its customers, it may be necessary for it to establish interconnection trunking to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent Sprint routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, Sprint agrees to pay BellSouth the associated transport and termination charges.
- 2.8.9 BellSouth Local Tandem Interconnection Trunking**
 - 2.8.9.1 This interconnection arrangement allows Sprint to establish interconnection trunking at BellSouth local tandems for: (1) the delivery of Sprint-originated Local Traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff ("GSST"), section A3 served by those BellSouth local tandems, and (2) for Local Transit Traffic transported by BellSouth for third party network providers

who have also established interconnection trunking at those BellSouth local tandems.

- 2.8.9.2 When a specified local calling area is served by more than one BellSouth local tandem, Sprint must designate a "home" local tandem for each of its assigned NPA/NXXs and establish interconnection trunking to such local tandems. Additionally, Sprint may choose to establish interconnection trunking at the BellSouth local tandems where it has no codes homing but is not required to do so. Sprint may deliver Local Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices served by other BellSouth local tandems in the same local calling area where Sprint does not choose to establish interconnection trunking. It is Sprint's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Sprint's codes. Likewise, Sprint shall obtain its routing information from the LERG.
- 2.8.9.3 Notwithstanding establishing interconnection trunking to BellSouth's local tandems, Sprint must also establish interconnection trunking to BellSouth access tandems within the LATA on which Sprint has NPA/NXX's homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth cannot switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff.)
- 2.8.10 Direct End Office Interconnection Trunking**
- 2.8.10.1 Direct end office trunks terminate traffic between a Sprint switch and a BellSouth end office and are not switched at a tandem location. Overflow from either end of the direct end office trunk group will be alternate routed to the appropriate tandem. The overflow will be based on the homing arrangements displayed in the LERG. [8/21 OK]
- 2.8.10.2 All traffic received by BellSouth on a direct end office trunk group from Sprint must terminate in the end office, i.e. no tandem switching will be performed in the end office. Where end office functionality is provided in a remote end office of a host/remote configuration, Interconnection at that remote end office is available where technically feasible. The number of digits to be received by the BellSouth end office shall be mutually agreed upon by the Parties.
- 2.8.10.3 If a BellSouth tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of

time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Sprint and BellSouth subscribers.

- 2.8.10.4 When end office trunking is ordered by BellSouth to deliver BellSouth originated traffic to Sprint, BellSouth will provide overflow routing through BellSouth tandems consistent with how BellSouth overflows its traffic. The overflow will be based on the homing arrangements Sprint displays in the LERG. Likewise, if Sprint interconnects to a BellSouth end office for delivery of Sprint originated traffic, Sprint will ~~[may : Sprint]~~ may overflow the traffic through the BellSouth tandems based on the BellSouth homing arrangements shown in the LERG. [8/21 OK]
- 2.8.10.5 Furthermore, each Party as an originating Party shall establish direct end office trunking to the terminating Party's end office (which may have a Tandem routed overflow) if the traffic destined for that end office exceeds the equivalent of a DS1, unless otherwise mutually agreed to by the Parties. [8/21 OK as modified]
- 2.8.11 Other Interconnection Trunk Groups [8/21 OPEN – Sprint to provide Virtual Trunking language to include rate structure – common vs dedicated]**
- 2.8.11.1 E911 Trunk Group
- 2.8.11.1.1 A segregated trunk group for each NPA shall be established to each appropriate E911 Tandem within the local exchange area in which Sprint offers exchange service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling or SS7 signaling if available. Sprint will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 2.8.11.1.2 Sprint shall provide a minimum of two (2) one-way outgoing channels on 9-1-1 trunks dedicated for originating 9-1-1 emergency service calls from the point of Interconnection (POI) to the BellSouth 9-1-1 Tandem. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as two (2) one-way CAMA MF trunk groups or SS7 connectivity where applicable.
- 2.8.11.1.3 Sprint will cooperate with BellSouth to promptly test all 9-1-1 trunks and facilities between the Sprint network and the BellSouth 9-1-1 Tandem to assure proper functioning of 9-1-1 service. Sprint will not turn-up live traffic until successful testing is completed by both Parties.
- 2.8.11.2 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group
- 2.8.11.2.1 Where Sprint ~~the Parties~~ has have the capability to perform call gapping or code gapping to the same standards as established above, and with the effect of choking

traffic to the HVCI/Mass Calling customer, ~~the Parties~~ shall not be required to establish an HVCI/Mass Calling trunk. [8/11 OK]

2.8.11.2.2 Except as set forth ~~below~~ above and as requested by Sprint, a dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF or SS7 signaling where technically capable. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection trunk groups. ~~Sprint~~ The Party originating the traffic will have administrative control for the purpose of issuing ASRs on this one-way trunk group. [8/11 OK]

2.8.11.2.3 If Sprint should acquire a HVCI/Mass Calling customer, e.g., a radio station, Sprint shall notify BellSouth ~~of the need to establish a one-way outgoing SS7 or MF trunk group from the BellSouth HVCI/Mass Calling Serving Office to the Sprint customer's serving office and BellSouth shall establish this trunk group.~~ BellSouth shall determine whether call gapping or other means can be used to choke the traffic or if it is necessary to order a trunk groups as referenced above to the Sprint customer's serving office. [8/11 OK]

2.8.11.2.4 If Sprint finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, Sprint may request a meeting to coordinate with BellSouth the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that Sprint establishes a new choke NXX, Sprint must notify BellSouth a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX. ~~BellSouth will perform the necessary translations in its End Offices and Tandems and issue ASRs to establish a one-way outgoing SS7 or MF trunk group from the BellSouth Public Response HVCI/Mass Calling Network Access Tandem to Sprint's choke serving office.~~ [8/11 OK]

2.8.11.2.5 Where BellSouth and Sprint both provide HVCI/Mass Calling trunking, both ~~parties'~~ Parties' trunks may ride the same DS-1. MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used. [8/11 OK]

2.8.11.3 Operator Services/Directory Assistance Trunk Group(s)

2.8.11.3.1 If BellSouth provides Inward Assistance Operator Services for Sprint, Sprint will initiate an ASR for a ~~one~~two-way trunk group from its designated operator services switch to the BellSouth Operator Services Tandem utilizing MF signaling. Reciprocally, BellSouth will initiate an ASR for a one-way MF signaling trunk groups from its ~~Operator Services Tandem to Sprint's designated operator services switch.~~ [8/11 OK]

|

- 2.8.11.3.2 If BellSouth provides Directory Assistance and/or Operator Services for Sprint, the following trunk groups are required:
- 2.8.11.3.3 Directory Assistance (DA):
 - 2.8.11.3.3.1 Sprint may contract for DA services only. A segregated trunk group for these services will be required to the appropriate BellSouth Operator Services Tandem in the LATA for the NPA Sprint wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit Automatic Number Identification (ANI)). Sprint will have administrative control for the purpose of issuing ASR's on this one-way trunk group.
- 2.8.11.3.4 Directory Assistance Call Completion (DACC):
 - 2.8.11.3.4.1 Sprint may also contract for DACC. This requires a segregated one-way trunk group to each BellSouth Operator Services Tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). Sprint will have administrative control for the purpose of issuing ASR's on this one-way trunk group.
- 2.8.11.3.5 Busy Line Verification/Emergency Interrupt (BLV/EI):
 - 2.8.11.3.5.1 When BellSouth's operator is under contract to verify the busy status of the Sprint End Users, BellSouth will utilize a segregated one-way with MF signaling trunk group from BellSouth's Operator Services Tandem to Sprint's switch. Sprint will have administrative control for the purpose of issuing ASR's on this one-way trunk group.
- 2.8.11.3.6 Operator Assistance (0+, 0-):
 - 2.8.11.3.6.1 This service requires a one-way trunk group from the Sprint switch to BellSouth's Operator Services Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. Sprint will have administrative control for the purpose of issuing ASR's on this one-way trunk group.
- 2.8.11.3.7 Trunk Design Blocking Criteria
 - 2.8.11.3.7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time

consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use ~~Medium~~ Low day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available). [8/11 OK]

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Tandem	1%
Local Direct End Office (Primary High)	ECCS*
Local Direct End Office (Final)	$\geq 1\%$
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	$\pm 0.5\%$ <u>[8/11 OK]</u>
Busy Line Verification-Inward Only	1%

*During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group if it is a two-way trunk group that carries the Parties Local and IntraLATA Toll. [8/11 OK]

2.8.12 Trunk Servicing

2.8.12.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). Sprint will have administrative control for the purpose of issuing ASR's on two-way trunk groups. The Parties agree that neither Party shall alter trunk sizing without first conferring the other party.

2.8.12.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Both Parties reserve the right to issue applicable ASRs if so required in the normal course of business. [8/11 OK]

~~2.8.13-32~~ 2.8.12.1 ~~In a blocking final situation, a TGSR will be issued by BellSouth when additional capacity is required to reduce measured blocking to objective design blocking levels based upon analysis of trunk group data. Either Party upon receipt of a TGSR in a blocking situation will issue an ASR to the other Party within three (3) business days after receipt of the TGSR, and upon review and in response to the TGSR received. Sprint will note "Service Affecting" on the ASR. [Sprint] [BellSouth Disagree This results in the management of Sprint's network by BellSouth.] [8/21 OK to delete]~~

~~2.9.13.42.8.12.3~~ Unless in response to a blocking situation or for a project, when either Party orders interconnection trunk group augmentations, a Firm Order confirmation (FOC) shall be returned to the ordering Party within four (4) business days from receipt of a valid error free ASR. A project is defined as a new trunk group or the request of 96 or more trunks on a single or multiple trunk group(s) in a given local calling area. Blocking situations and projects shall be managed through the BellSouth Interconnection Trunking Project Management group and Sprint's equivalent trunking group. The Parties will process trunk service requests submitted via a properly completed (i.e. clean with no errors) ASR within ten (10) business days of receipt of such ASR unless defined as a major project, as stated in this section. A major project is a new trunk group or the request of 96 or more trunks on a single or multiple trunk group(s) in a given local calling area. For the provisioning of BellSouth reciprocal trunks, the ten (10) business day interval begins upon the receipt of a properly completed (i.e. clean with no errors) Firm Order Confirmation (FOC). [8/21 OK]

2.8.12.4 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

3. Network Design And Management For Interconnection

3.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective, economical and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically feasible and economically practicable. BellSouth Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect

supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.

- 3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate or to any other Party to which each Party provides local interconnection.
- 3.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- 3.4.1 Restrictive Controls
- 3.4.1.1 Either Party may use protective network traffic management controls such as 6-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. Sprint and BellSouth will immediately notify each other of any protective control action planned or executed.
- 3.4.2 Expansive Controls
- 3.4.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.
- 3.4.3 Mass Calling
- 3.4.3.1 Sprint and BellSouth shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.
- 3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full

interoperability of CCS-based features between the respective networks. Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.

- 3.5.1 Sprint shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, BellSouth will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by SPRINT wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.
- 3.5.2 Signaling Call Information. BellSouth and Sprint will send and receive 10 digits for Local Traffic. Additionally, BellSouth and Sprint will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 3.6 Forecasting Requirements. The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for BellSouth to provide as accurate reciprocal trunking forecasts as possible to Sprint, Sprint must timely inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If Sprint is unable to provide such information, BellSouth shall provide trunking forecasts based only on existing trunk group growth and BellSouth annual estimated percentage of BellSouth subscriber line growth.
- 3.6.1 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecasts of traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement.
- 3.6.2 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next future year. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the

forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems necessary or whenever a significant increase or decrease in trunking demand for the forecasting period occurs. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" as set forth in the General Terms and Conditions section of this Agreement.

- 3.6.3 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.

4. Local Dialing Parity

Each Party shall provide local dialing parity, meaning that each Party's customers will not have to dial any greater number of digits than the other Party's customers to complete the same call.

5. Interconnection Compensation

5.1 Compensation for Call Transport and Termination for Local Traffic

DISAGREE SECTION 5.1.1

BELLSOUTH PROPOSAL:

- 5.1.1 Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. As clarification of this definition and for reciprocal transport and termination compensation, Local Traffic does not include traffic that originates from or terminates to or through an enhanced service provider or information service provider. As further clarification, Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

SPRINT PROPOSAL:

5.1.1 Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. As clarification of this definition and for reciprocal transport and termination compensation, Local Traffic includes traffic that originates from or terminates to or through an enhanced service provider or information service provider. As further clarification, Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

~~6.1.15.1.1~~ ~~Local Traffic is defined as any telephone call that is originated by an end user of one Party in one exchange and terminates to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through Switched Access arrangements as established by the ruling regulatory body. Additionally, Local Traffic includes any intrastate, interLATA call established as a Local call by the same ruling state regulatory body, in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. [OPEN]~~

5.1.1.1 As clarification of this definition and for reciprocal transport and termination compensation, Local Traffic does not include traffic that originates from or is directed to or through an enhanced service provider or information service provider. **[DISAGREE]**

5.1.1.2 As further clarification, Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

DISAGREE SECTION 5.1.2

BELLSOUTH PROPOSAL:

- 5.1.2 The Parties shall provide for the mutual and reciprocal recovery of the costs for the elemental functions performed in transporting and terminating Local Traffic on each other's network pursuant to 47 CFR § and 47 CFR § . Charges for transport and termination of calls on the Parties' respective networks are as set forth in Exhibit A to this Attachment.**

SPRINT PROPOSAL:

- 5.1.2 The Parties shall provide for the mutual and reciprocal recovery of the costs for transporting and terminating Local Traffic on each other's network pursuant to 47 CFR § . Charges for transport and termination of calls on the Parties' respective networks are as set forth in Exhibit A to this Attachment.**
- ~~6.1.3 For the purposes of this Attachment, Common (Shared) Transport is defined as the transport of one Party's traffic by the other Party over the other Party's common (shared) facilities between the other Party's tandem switch and end office switch and/or between the other Party's tandem switches. [8/21 OK to delete]~~
- 5.1.3 For the purposes of this Attachment, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).**
- 5.1.4 For the purposes of this Attachment, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.**
- 5.1.5 If Sprint utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from Sprint for transport and termination of BellSouth originated traffic, BellSouth will pay Sprint no more than the airline miles between the V & H coordinates of the Point of Interconnection within the LATA where Sprint receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the Sprint terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate Sprint at either dedicated or common (shared) transport rates specified in Exhibit A, unless Sprint pursuant to 47 CFR §51.711(b) has demonstrated that its costs support different rates, and based upon the functions provided by Sprint as defined in this Attachment. If Sprint, pursuant to 47 CFR §51.711(b) demonstrates that its costs support different rates, upon approval by the appropriate state commission, such other rates shall be included within this Agreement to be applied prospectively from the effective date of the Commission approval. [8/21 OPEN – Sprint to propose alternate billing arrangement based on set mileage]**

- 5.1.6 Neither Party shall represent switched access services traffic (e.g. FGA, FGB, FGD) as Local Traffic for purposes of payment of reciprocal compensation.
- 5.1.7 The jurisdiction of a call is determined by its originating and terminating (end-to-end) points. If ~~CLEC~~+Sprint assigns NPA/XXXs to specific BellSouth rate centers within a LATA and assigns numbers from those NPA/XXXs to ~~CLEC~~+Sprint end users physically located outside of that LATA, BellSouth traffic originating from within the BellSouth rate center where the NPA/XXX is assigned and terminating to a ~~CLEC~~+Sprint customer physically located outside of that LATA shall not be deemed Local Traffic. [8/21 OPEN – Sprint proposes to strike first sentence, remainder OK]
- 5.1.8 To the extent ~~CLEC~~+Sprint utilizes its NPA/XXXs to collect traffic from BellSouth end users that appears Local, but then delivers that traffic to ~~CLEC~~+Sprint's end users located outside the LATA in which the call originated, ~~CLEC~~+Sprint shall identify such traffic to BellSouth and compensate BellSouth based on the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. [8/21 OPEN – Sprint proposes to strike section]
- 5.1.9 If ~~CLEC~~+Sprint does not identify such traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole ~~CLEC~~+Sprint NPA/XXXs on which to charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth shall make appropriate billing adjustments if ~~CLEC~~+Sprint can provide sufficient information for BellSouth to determine whether said traffic is Local. [8/21 OPEN – Sprint proposes to strike section]
- 5.1.10 Fiber Meet, Design One. Each party will compensate the other for the Local Channels, from the POI to the other Party's switch location within the LATA, ordered on the other Party's portion of the Fiber Meet. [8/11 OK]

DISAGREE SECTION 5.1.11

BELLSOUTH PROPOSAL:

- 5.1.11 **Virtual Point of Interconnection (VPOI) Compensation. A Virtual Point of Interconnection (VPOI) is the Point of Interconnection specified by BellSouth for delivery of BellSouth originated traffic to Sprint. Sprint agrees to pay BellSouth the TELRIC rates for Interoffice Dedicated Transport and associated multiplexing, as set forth in Exhibit A of this Attachment, for BellSouth to transport Local Traffic and Internet Traffic over BellSouth facilities from the VPOI to the Physical Point of Interconnection designated by Sprint. The Interoffice Dedicated Transport mileage will be the airline mileage between the Vertical and Horizontal (V&H) coordinates of the VPOI**

and the Sprint Physical Point of Interconnection. For each local calling area in which BellSouth establishes a VPOI, Sprint shall compensate BellSouth for Interoffice Dedicated Transport for all calls from the VPOI at a BellSouth tandem to the Sprint Physical Point of Interconnection based upon the airline mileage between the BellSouth tandem switch and the Physical Point of Interconnection, plus all associated multiplexing.

SPRINT PROPOSAL:

Strike Section 5.1.11

- 5.2 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of Local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding Transit Traffic. By the first of January, April, July and October of each year, BellSouth and Sprint shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Percent Local Use Reporting Guidebook for Interconnection Purchasers, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate Local usage compensation to be paid.
- 5.3 Percent Local Facility. Each Party will report to the other a Percentage Local Facility (PLF). The application of PLF will determine the portion of switched transport to be billed per the local jurisdiction rates. The PLF will be applied to Local Channels, multiplexing and Interoffice Channel dedicated transport utilized in the provision of local interconnection trunking. By the first of January, April, July and October of each year, BellSouth and Sprint shall provide a positive report updating the PLU and PLF. Detailed requirements associated with PLU and PLF reporting shall be as set forth in BellSouth's Percent Local Use/Percent Local Facility Reporting Guidebook for Interconnection Purchasers, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties.
- 5.4 Percentage Interstate Usage. In the case where Sprint desires to terminate its local traffic over or co-mingled on its Switched Access Feature Group D trunks, Sprint will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. Detailed requirements associated with PIU reporting shall be as set forth in BellSouth's Percent Interstate Use Reporting Guidebook for Interconnection Purchasers. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Notwithstanding the

foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

- 5.5 Audits. On sixty (60) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Sprint shall retain records of call detail for a minimum of nine months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. In the event that the audit is performed by a mutually acceptable independent auditor, the costs of the independent auditor shall be paid for by the Party requesting the audit. The PLU, PLF and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU, PLF and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

5.6 Rate True-up

This section applies only to Tennessee and other rates that are interim or expressly subject to true-up under this Attachment.

- 5.6.1 The interim prices for Unbundled Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:
- 5.6.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by an effective final order (including any appeals) of the Commission ~~which final order meets the criteria of (3) below~~. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process

in accordance with the provisions of Section 14 of the General Terms and Conditions ~~of this Agreement and Attachment 1 of the Agreement.~~ [8/21 OK as modified]

5.6.3 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a “negotiated agreement” under Section 252(e) of the Act. [8/21 OPEN – BellSouth to respond to why 9 months. Sprint proposal 90 days]

5.6.4 ~~An effective final~~ order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria: [8/21 OK as modified]

- (a) BellSouth and ~~CLEC~~ Sprint are entitled to be a full Party to the proceeding; [8/21 OK as modified]
- (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
- (c) It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up. [8/21 OPEN – Sprint proposes to strike]

5.7 Compensation for IntraLATA Toll Traffic

5.7.1 IntraLATA Toll Traffic. For compensation purposes, IntraLATA Toll Traffic is defined as any telecommunication service that originates and terminates in the same LATA and is not Local for the purposes of end user billing. ~~telephone call that is not Local or Switched Access Traffic per this Agreement.~~ [8/21 OPEN BellSouth review of proposed Sprint changes]

~~7.6.25.7.2~~ Compensation for IntraLATA Toll Traffic. For terminating its IntraLATA Toll Traffic on the other company’s network, the originating Party will pay the terminating Party the terminating Party’s current effective ~~Commission approved~~ intrastate or interstate, whichever is appropriate, terminating Switched Access ~~tariff rates. The appropriate charges will be determined by the routing of the call. If Sprint is the BellSouth end user’s presubscribed interexchange carrier or if the BellSouth end user uses Sprint as an interexchange carrier on a 101XXXX basis, BellSouth will charge Sprint the appropriate BellSouth tariff charges for~~

~~originating switched access services.~~ [8/21 OPEN – BellSouth review of proposed Sprint changes]

~~6.1.35.7.3~~ Compensation for 8XX Traffic. Each Party shall compensate the other pursuant to the appropriate Switched Access charges, including the database query charge as set forth in the ~~other Party's current effective-~~ intrastate or interstate Switched Access tariffs. [How is GTE/BLS intraLATA 8XX handled today?] [8/21 OPEN BellSouth]

5.7.4 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers.

5.7.5 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to Sprint requires interconnection from Sprint to BellSouth 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. Sprint shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Sprint desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.

5.8 Mutual Provision of Switched Access Service

DISAGREE SECTION 5.8.1

BELLSOUTH PROPOSAL:

5.8.1 **Switched Access Traffic.** Switched Access Traffic is described in the BellSouth Access Tariff. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, the end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic.

SPRINT PROPOSAL:

5.8.1 **Switched Access Traffic.** Switched Access Traffic means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access Services including but not limited to: Feature Group A, Feature Group B, Feature Group D, 800/888 access and 900 access.

5.8.2 When Sprint's end office switch, subtending the BellSouth Access Tandem switch for receipt or delivery of switched access traffic, provides an access service

connection between an interexchange carrier (IXC) by either a direct trunk group to the IXC utilizing BellSouth facilities, or via BellSouth's tandem switch, each Party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each Party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing Party, at no charge, the Switched Access detailed usage data within no more than sixty (60) days after the recording date. The initial billing Party will provide the switched access summary usage data to all subsequent billing Parties within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.

- 5.8.3 Each Party will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.
- 5.8.4 Each Party agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 5.8.5 Each Party also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 5.8.6 The Initial Billing Party shall keep records for no more than 13 months of its billing activities relating to jointly-provided Intrastate and Interstate access services. Such records shall be in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 5.8.7 Sprint shall not deliver Switched Access Traffic to BellSouth for termination except over Sprint ordered Switched Access trunks and facilities. **[Sprint Disagree] 18/21 Sprint proposes to strike section**
- 5.9 Transit Traffic Service. BellSouth shall provide tandem switching and transport services for Sprint's Transit Traffic. ~~Transit traffic is traffic originating on Sprint's network that is switched and/or transported by BellSouth and delivered to a third party's network or traffic originating on a third party's network that is~~

~~switched and/or transported by BellSouth and delivered to Sprint's network.~~ [8/11
OK to delete] Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for ~~IntraLATA Toll and Switched Access Transit Traffic~~ shall be the applicable call transport and termination charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access transit traffic presumes that Sprint's end office is subtending the BellSouth Access Tandem for switched access traffic to and from Sprint's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all transit traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as Transit Traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines. [OPEN
BellSouth review of Sprint proposed deletion of IntraLATA Toll] [8/21
Sprint proposes to strike highlighted section]

- 5.9.1 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this Agreement to a terminating carrier. BellSouth agrees to deliver this traffic to the terminating carrier; provided, however, that Sprint is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Sprint. Sprint agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of Sprint. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

DISAGREE SECTION 5.10

BELLSOUTH PROPOSAL:

- 5.10 Interconnection with Enhanced Service Providers (ESPs)/Information Service Providers (ISPs). ESP/ISP traffic shall not be included in the interconnection compensation arrangements of this Agreement.

SPRINT PROPOSAL:

- 5.10 Interconnection with Enhanced Service Providers (ESPs)/Information Service Providers (ISPs). ESP/ISP traffic shall be included in the interconnection compensation arrangements of this Agreement.

6. Operational Support Systems (OSS) Rates

BellSouth has developed and made available the following mechanized systems by which Sprint may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in Attachment 6 of this Agreement.

RATES OPEN TO SPRINT

**BELLSOUTH/SPRINT RATES
LOCAL INTERCONNECTION**

		RATES BY STATE										
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN		
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)												
End Office Switching, per mou	N/A	\$0.0018	NA	\$0.0016333	\$0.002562	NA	\$0.0023771	\$0.0017	\$0.0019295	\$0.0019		
Direct Local Interconnection, per mou (same as End Office Switching in FL & LA)		NA	\$0.002	NA	NA	\$0.00209	NA	NA	NA	NA		
Tandem Switching, per mou	N/A	\$0.00063	\$0.00029	\$0.0006757	\$0.001096	NA	\$0.0007834	\$0.0009	\$0.0006843	\$0.000676		
Tandem Switching (assumes 5 miles of transport per mou)	N/A	NA	NA	NA	NA	\$0.00430	NA	NA	NA	NA		
Tandem Local Interconnection, per mou (includes end office switching element)	N/A	NA	\$0.00325	NA	NA	\$0.00639	NA	NA	NA	NA		
Multiple Tandem Switching, per mou (applies to initial tandem only), effective 10/99	N/A	NA	\$0.00125	NA	NA	\$0.00430	NA	NA	NA	NA		
Local Intermediary, per mou (applies to transit traffic only)	N/A	NA	\$0.00125	NA	NA	\$0.00430	NA	NA	NA	NA		
Tandem Intermediary Charge, per mou*	N/A	\$0.0015	NA	NA	\$0.001096	NA	NA	NA	NA	NA		
*(This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.)												
TRUNK CHARGE												
Interim charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in this Exhibit. At such time as BellSouth develops a final cost based rate for such interconnecting trunk groups, the Parties shall amend this agreement to include such final cost based rates and shall true up such charges in accordance with this Attachment.												
Installation Trunk Side Service - per DS0												
NRC - 1st	TPP++	\$333.69	\$336.43	\$333.28	\$334.09	\$334.94	\$334.11	\$333.54	\$335.14	\$334.29		
NRC - Add'l	TPP++	\$56.91	\$57.38	\$56.84	\$57.12	\$56.98	\$56.98	\$56.88	\$57.16	\$57.01		
INTEROFFICE TRANSPORT												
Common (Shared) Transport												
Common (Shared) Transport per mile per mou	N/A	\$0.00001	\$0.000012	\$0.000008	\$0.0000049	\$0.0000083	\$0.0000091	\$0.00001	\$0.0000121	\$0.00004		
Common (Shared) Transport Facilities Termination per mou	N/A	\$0.00045	\$0.0005	\$0.0004152	\$0.000426	\$0.00047	\$0.0004281	\$0.00034	\$0.0004672	\$0.00036		
Interoffice Channel Transport - Dedicated - VG												
Interoffice Transport - Dedicated - 2-wire VG												
2-Wire VG - per mile per month	1L5XF	\$0.03	\$0.0100	\$0.02	NA	\$0.04	NA	\$0.03	\$0.04	\$0.02		
2-Wire VG - Facility Termination per month	1L5XF	\$18.49	\$26.72	\$17.07	NA	\$19.10	NA	\$18.01	\$21.42	\$18.33		
NRC - 2-wire VG - Facility Termination - 1st	1L5XF	\$107.11	\$91.73	\$79.61	NA	\$76.20	NA	\$137.48	\$136.44	\$55.39		
NRC - 2-wire VG - Facility Termination - Add'l	1L5XF	\$48.27	\$55.26	\$36.08	NA	\$34.54	NA	\$52.58	\$51.37	\$17.37		
NRC - 2-wire VG - Facility Termination - Disconnect Charge - 1st	1L5XF	\$37.16	\$31.26	NA	NA	\$28.03	NA	NA	NA	\$27.96		
NRC - 2-wire VG - Facility Termination - Disconnect Charge - Add'l	1L5XF	\$5.88	\$12.88	NA	NA	\$5.37	NA	NA	NA	\$3.51		
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	NA	NA	NA	NA	NA	\$19.99		
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA		
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50		
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA		
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	NA		
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$27.57	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	NA		
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA		
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA		
Interoffice Transport - Dedicated - 2 Wire VG - Kentucky & Mississippi												
2-Wire VG - per mile per month	1L5NF	NA	NA	NA	\$0.03	NA	\$0.03	NA	NA	NA		
2-Wire VG - Facility Termination per month	1L5NF	NA	NA	NA	\$27.66	NA	\$21.33	NA	NA	NA		
NRC - 2-wire VG - Facility Termination - 1st	1L5NF	NA	NA	NA	\$142.31	NA	\$106.72	NA	NA	NA		
NRC - 2-wire VG - Facility Termination - Add'l	1L5NF	NA	NA	NA	\$56.21	NA	\$48.83	NA	NA	NA		

Version 3005: 7/17/00

RATES OPEN TO SPRINT

**BELLSOUTHSPRINT RATES
LOCAL INTERCONNECTION**

Attachment 3
Exhibit A
Rates - Page 34

DESCRIPTION	USOC	RATES BY STATE										SC	TN
		AL	FL	GA	KY	LA	MS	NC					
NRC - 2-wire VG - Facility Termination - Disconnect Charge - 1st	1LSNF	NA	NA	NA	NA	NA	\$38.05	NA				NA	NA
NRC - 2-wire VG - Facility Termination - Disconnect Charge - Add'l	1LSNF	NA	NA	NA	NA	NA	\$7.23	NA				NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	\$19.99	NA	NA	NA				NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA				NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	\$3.50	NA	\$3.50	NA				NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA				NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	\$25.52	NA				NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	\$25.52	NA				NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	\$11.34	NA				NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA	NA	NA	NA	NA	\$11.34	NA				NA	NA
Interoffice Transport - Dedicated - DSO - 56/64 KBPS													
DSO - per mile per month	1LSXK	\$0.69	\$0.2035	\$0.31	NA	\$0.78	NA	\$0.58				\$0.76	\$0.35
DSO - Facility Termination per month	1LSXK	\$79.69	\$93.31	\$63.39	NA	\$93.40	NA	\$71.29				\$94.98	\$75.83
NRC - DSO - Facility Termination - 1st	1LSXK	\$198.15	\$179.99	\$147.07	NA	\$140.49	NA	\$217.17				\$216.27	\$145.98
NRC - DSO - Facility Termination - Add'l	1LSXK	\$148.18	\$164.95	\$111.75	NA	\$106.69	NA	\$163.75				\$162.70	\$109.85
NRC - DSO - Facility Termination - Disconnect Charge - 1st	1LSXK	\$25.44	\$30.54	NA	NA	\$20.00	NA	NA				NA	\$19.55
NRC - DSO - Facility Termination - Disconnect Charge - Add'l	1LSXK	\$20.42	\$26.97	NA	NA	\$16.34	NA	NA				NA	\$14.99
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	NA	NA	NA	NA				NA	\$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA				NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50				\$3.50	\$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.43	NA	NA	NA	NA	NA				NA	NA
NRC - DSO - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07				\$39.63	NA
NRC - DSO - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07				\$39.63	NA
NRC - DSO - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA				NA	NA
NRC - DSO - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA				NA	NA
Interoffice Transport - Dedicated - DSO - 56/64 KBPS - Kentucky & Mississippi													
DSO - per mile per month	1LSNK	NA	NA	NA	\$0.45	NA	\$0.66	NA				NA	NA
DSO - Facility Termination per month	1LSNK	NA	NA	NA	\$55.05	NA	\$74.40	NA				NA	NA
NRC - DSO - Facility Termination - 1st	1LSNK	NA	NA	NA	\$298.18	NA	\$196.28	NA				NA	NA
NRC - DSO - Facility Termination - Add'l	1LSNK	NA	NA	NA	\$231.23	NA	\$147.31	NA				NA	NA
NRC - DSO - Facility Termination - Disconnect Charge - 1st	1LSNK	NA	NA	NA	NA	NA	\$26.56	NA				NA	NA
NRC - DSO - Facility Termination - Disconnect Charge - Add'l	1LSNK	NA	NA	NA	NA	NA	\$21.61	NA				NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	\$19.99	NA	NA	NA				NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA				NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	\$3.50	NA	\$3.50	NA				NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA				NA	NA
NRC - DSO - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	\$25.52	NA				NA	NA
NRC - DSO - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	\$25.52	NA				NA	NA
NRC - DSO - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	\$11.31	NA				NA	NA
NRC - DSO - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA	NA	NA	NA	NA	\$11.31	NA				NA	NA
Interoffice Transport - Dedicated - DS1													
DS3 - per mile per month	1LSXL	\$0.69	\$0.2035	\$0.31	NA	\$0.78	NA	\$0.58				\$0.76	\$0.35
DS3 - Facility Termination per month	1LSXL	\$79.69	\$93.31	\$63.39	NA	\$93.40	NA	\$71.29				\$94.98	\$75.83

RATES OPEN TO SPRINT

**BELLSOUTHSPRINT RATES
LOCAL INTERCONNECTION**

Attachment 3
Exhibit A
Rates - Page 35

		RATES BY STATE									
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN	
NRC - DS1 - Facility Termination - 1st	1L5XL	\$198.15	\$179.99	\$147.07	NA	\$140.49	NA	\$217.17	\$216.27	\$145.98	
NRC - DS1 - Facility Termination - Add'l	1L5XL	\$148.18	\$164.95	\$111.75	NA	\$106.69	NA	\$163.75	\$162.70	\$109.85	
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	1L5XL	\$25.44	\$30.54	NA	NA	\$20.00	NA	NA	NA	\$19.55	
NRC - DS1 - Facility Termination - Disconnect Charge - Add'l	1L5XL	\$20.42	\$26.97	NA	NA	\$16.34	NA	NA	NA	\$14.99	
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	NA	NA	NA	NA	NA	\$19.99	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA	
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	NA	
NRC -DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	NA	\$38.07	\$39.63	NA	
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA	
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	NA	NA	NA	NA	
Interoffice Transport - Dedicated - DS1 - Kentucky & Mississippi											
DS3 - per mile per month	1L5NL	NA	NA	NA	\$0.45	NA	\$0.66	NA	NA	NA	
DS3 -Facility Termination per month	1L5NL	NA	NA	NA	\$55.05	NA	\$74.40	NA	NA	NA	
NRC -DS1-Facility Termination - 1st	1L5NL	NA	NA	NA	\$298.18	NA	\$196.28	NA	NA	NA	
NRC - DS1 - Facility Termination - Add'l	1L5NL	NA	NA	NA	\$231.23	NA	\$147.31	NA	NA	NA	
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	1L5NL	NA	NA	NA	NA	NA	\$26.56	NA	NA	NA	
NRC - DS1 - Facility Termination - Disconnect Charge - Add'l	1L5NL	NA	NA	NA	NA	NA	\$21.61	NA	NA	NA	
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	\$19.99	NA	NA	NA	NA	NA	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	\$3.50	NA	\$3.50	NA	NA	NA	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	
NRC -DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	\$25.52	NA	NA	NA	
NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	\$25.52	NA	NA	NA	
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	\$11.31	NA	NA	NA	
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA	NA	NA	NA	NA	\$11.34	NA	NA	NA	
Interoffice Transport - Dedicated - DS3											
DS3 - per mile per month	1L5XM	\$4.98	\$4.25	\$2.72	NA	\$6.78	NA	\$12.98	\$8.13	\$6.88	
DS3 -Facility Termination per month	1L5XM	\$898.15	\$1,130	\$788.00	NA	\$1,025.00	NA	\$720.38	\$967.70	\$840.61	
NRC - DS3 - Facility Termination -1st	1L5XM	\$511.77	\$562.06	\$511.10	NA	\$475.31	NA	\$794.94	\$606.72	\$723.44	
NRC - DS3 - Facility Termination - Add'l	1L5XM	\$330.92	\$328.16	\$330.77	NA	\$307.62	NA	\$579.55	\$423.45	\$409.58	
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	1L5XM	\$121.72	\$112.44	\$122.31	NA	\$113.75	NA	NA	NA	\$154.26	
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	1L5XM	\$118.54	\$108.19	\$119.14	NA	\$110.80	NA	NA	NA	\$130.74	
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	NA	NA	NA	NA	NA	\$19.99	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50	
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA	
NRC - DS3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	NA	\$91.26	\$54.26	NA	
NRC -DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	NA	\$91.26	\$54.26	NA	
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	NA	NA	NA	NA	
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	NA	NA	NA	NA	
Interoffice Transport - Dedicated - DS3 - Kentucky & Mississippi											
DS3 - per mile per month	1L5NM	NA	NA	NA	\$12.06	NA	\$15.02	NA	NA	NA	

RATES OPEN TO SPRINT

**BELLSOUTH/SPRINT RATES
LOCAL INTERCONNECTION**

DESCRIPTION	USOC	RATES BY STATE										SC	NC	MS	LA	KY	GA	FL	AL	TN
		1L5NM	1L5NM	1L5NM	1L5NM	1L5NM	1L5NM	SOMAN	SOMAN	SOMEC	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
DS3 - Facility Termination per month	1L5NM	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Facility Termination - 1st	1L5NM	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	1L5NM	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	1L5NM	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	1L5NM	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Incremental Charge-Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Incremental Charge-Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Incremental Charge-Manual Svc Order-Disconnect-1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Incremental Charge-Manual Svc Order-Disconnect-Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Local Channel - Dedicated																				
Local Channel - Dedicated - 2-Wire VG																				
Monthly Recurring per month	TEFV2	\$14.61	\$26.31	\$13.91	\$22.26	\$14.94	\$17.83	\$14.83	\$16.83	\$19.02										
Zone 1	TBD	NA	NA	\$11.91	NA	NA	NA	NA	NA	\$16.42										
Zone 2	TBD	NA	NA	\$13.83	NA	NA	NA	NA	NA	\$20.66										
Zone 3	TBD	NA	NA	\$21.98	NA	NA	NA	NA	NA	\$29.61										
Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA										
NRC - STS-1 - Facility Termination - 1st	TEFV2	\$494.65	\$389.37	\$382.95	\$585.15	\$347.49	\$487.62	\$553.80	\$554.00	\$199.33										
NRC - STS-1 - Facility Termination - Add'l	TEFV2	\$98.44	\$66.88	\$62.40	\$98.53	\$59.75	\$84.35	\$89.69	\$88.58	\$24.16										
NRC - STS-1 - Facility Termination - Disconnect - 1st	TEFV2	\$77.81	\$68.45	NA	\$11.99	\$3.68	\$77.69	NA	NA	\$54.81										
NRC - STS-1 - Facility Termination - Disconnect - Add'l	TEFV2	\$7.63	\$5.97	NA	NA	\$6.60	\$8.95	NA	NA	\$4.80										
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99										
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA										
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50										
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA										
NRC - STS-1 - Incremental Charge-Manual Svc Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$42.17	\$43.75	NA										
NRC - STS-1 - Incremental Charge-Manual Svc Order - Add'l	SOMAN	\$18.37	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA										
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA										
Local Channel - Dedicated - 4-Wire VG																				
Monthly Recurring per month	TEFV4	\$15.77	\$27.48	\$14.99	\$23.38	\$16.21	\$19.03	\$15.87	\$18.05	\$20.14										
Zone 1	TBD	NA	NA	\$12.90	NA	NA	NA	NA	NA	\$17.38										
Zone 2	TBD	NA	NA	\$14.90	NA	NA	NA	NA	NA	\$21.88										
Zone 3	TBD	NA	NA	\$23.68	NA	NA	NA	NA	NA	\$31.36										
Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA										
NRC - 4-Wire VG - 1st	TEFV4	\$502.43	\$390.25	\$368.44	\$585.15	\$352.75	\$495.25	\$562.23	\$562.46	\$201.53										
NRC - 4-Wire VG - Disconnect Chg - 1st	TEFV4	\$96.68	\$67.75	\$64.05	\$98.53	\$61.33	\$86.56	\$92.67	\$91.57	\$24.83										
NRC - 4-Wire VG - Disconnect Chg - Add'l	TEFV4	\$78.71	\$69.32	NA	NA	\$54.36	\$78.58	NA	NA	\$55.52										
NRC - Manual Svc Order, per LSR	SOMAN	\$8.53	\$6.85	NA	NA	\$7.28	\$9.84	NA	NA	\$5.51										
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99										
NRC - Electronic Svc Order, per LSR	SOMEC	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA										
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50										

RATES OPEN TO SPRINT

Attachment 3
Exhibit A
Rates - Page 37

**BELLSOUTH/SPRINT RATES
LOCAL INTERCONNECTION**

		RATES BY STATE										
		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN	
DESCRIPTION		SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$42.17	\$43.64	NA	
		SOMAN	\$18.73	NA	\$8.42	NA	\$8.06	\$11.34	\$12.76	\$13.55	NA	
Local Channel - Dedicated - DS1												
DS1 Monthly Recurring per month		TEFHG	\$35.52	\$42.98	\$38.36	\$43.80	\$38.91	\$35.68	\$37.20	\$40.27	\$40.27	
DS1 per mile per month		1LSNC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Zone 1		TBD	NA	NA	\$33.02	NA	NA	NA	NA	NA	\$34.76	
Zone 2		TBD	NA	NA	\$38.13	NA	NA	NA	NA	NA	\$43.75	
Zone 3		TBD	NA	NA	\$60.60	NA	NA	NA	NA	NA	\$62.70	
Zone 4		TBD	NA	NA		NA	NA	NA	NA	NA	NA	
NRC - DS1 - 1st		TEFHG	\$503.57	\$357.86	\$356.15	\$538.95	\$348.56	\$494.83	\$534.48	\$534.81	\$277.35	
NRC - DS1 - Add'l		TEFHG	\$442.84	\$309.95	\$312.89	\$464.94	\$300.30	\$435.28	\$462.69	\$462.81	\$233.26	
NRC - DS1 - Disconnect Chg - 1st		TEFHG	\$46.28	\$41.46	NA	NA	\$24.15	\$46.85	NA	NA	\$33.18	
NRC - DS1 - Disconnect Chg - Add'l		TEFHG	\$32.18	\$28.51	NA	NA	\$21.31	\$33.02	NA	NA	\$22.30	
NRC - Manual Svc Order, per LSR		SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99	
NRC - Manual Svc Order, per LSR disconnect		SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR		SOMECH	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
NRC - Electronic Svc Order, per LSR disconnect		SOMECH	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA	
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st		SOMAN	\$61.95	NA	\$44.22	NA	\$42.34	\$59.58	\$86.15	\$87.99	NA	
NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l		SOMAN	\$0.00	NA	NA	NA	NA	NA	\$1.77	\$3.11	-NA	
Local Channel - Dedicated - DS3												
DS3 - per mile per month		1LSNC	\$8.44	\$9.32	\$6.92	\$34.00	\$8.77	NA	NA	\$12.08	\$23.76	
DS3 - Facility Termination per month		TEFHJ	\$535.92	\$560.39	\$515.91	\$635.09	\$573.23	\$533.33	\$498.87	\$493.31	\$607.28	
NRC - DS3 - Facility Termination - 1st		TEFHJ	\$640.54	\$910.45	\$639.50	\$1,091.00	\$594.71	\$526.67	\$562.25	\$735.42	\$726.16	
NRC - DS3 - Facility Termination - Add'l		TEFHJ	\$426.28	\$532.19	\$426.40	\$661.23	\$396.54	\$493.71	\$527.88	\$519.31	\$411.64	
NRC - DS3 - Facility Termination - Disconnect - 1st		TEFHJ	\$121.72	\$112.44	\$122.31	NA	\$113.75	\$42.41	NA	NA	\$103.36	
NRC - DS3 - Facility Termination - Disconnect - Add'l		TEFHJ	\$118.54	\$156.12	\$119.14	NA	\$110.80	\$40.87	NA	NA	\$100.59	
NRC - Manual Svc Order, per LSR		SOMAN	NA	\$21.73	NA	\$19.99	NA	NA	NA	NA	\$19.99	
NRC - Manual Svc Order, per LSR disconnect		SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA	
NRC - Electronic Svc Order, per LSR		SOMECH	\$3.50	\$2.77	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	
NRC - Electronic Svc Order, per LSR disconnect		SOMECH	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA	
NRC - DS3 -Incremental Charge--Manual Svc Order - 1st		SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	\$31.49	\$56.25	\$54.26	NA	
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l		SOMAN	\$38.48	NA	\$37.55	NA	\$34.92	\$31.49	\$56.25	\$54.26	NA	
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect - 1st		SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	\$25.35	NA	NA	NA	
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l		SOMAN	\$19.03	NA	\$18.03	NA	\$16.77	\$25.35	NA	NA	NA	
CHANNELIZATION												
DS3 Channelization (DS3 to DS1)												
per Channelized System (28 DS1) per month		SATCS	\$188.51	\$299.24	\$190.84	NA	\$175.57	NA	\$241.81	\$234.30	\$185.94	
NRC - 1st		SATCS	\$11.67	\$189.04	\$73.29	NA	\$67.42	NA	NA	NA	\$61.09	
NRC - Add'l		SATCS	\$0.95	\$186.37	\$60.61	NA	\$49.13	NA	NA	NA	\$50.31	
NRC -1st - Disconnect		SATCS	\$17.22	\$14.51	\$0.67	NA	\$15.49	NA	\$16.29	\$11.99	\$3.91	
NRC -Add'l - Disconnect		SATCS	\$12.05	\$13.26	\$12.15	NA	\$11.18	NA	\$12.39	\$12.05	\$12.61	
per Interface per month (COCI)		SATCO	\$8.69	\$9.50	\$8.76	NA	\$8.06	NA	\$8.93	\$8.68	\$9.03	
NRC - 1st		SATCO	NA	\$21.73	NA	NA	NA	NA	NA	NA	\$19.99	

RATES OPEN TO PRINT

BELLSOUTHSPRINT RATES
LOCAL INTERCONNECTION

		RATES BY STATE										
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN		
NRC - Add'l	SATCO	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA		
NRC - Manual Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50		
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA		
NRC - Electronic Svc Order, per LSR	SOMAN	\$15.61	NA	\$14.91	NA	\$13.71	NA	\$25.51	\$25.59	NA		
NRC - Electronic Svc Order, per LSR disconnect	SOMAN	\$7.39	NA	\$6.63	NA	\$6.09	NA	\$8.37	\$8.92	NA		
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - 1st	SOMAN	\$71.76	NA	\$10.82	NA	\$9.94	NA	NA	NA	NA		
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	\$52.03	NA	NA	NA	NA	NA	NA	NA	NA		
DS3 Channelization (DS3 to DS1) - Kentucky & Mississippi												
per Channelized System (28 DS1) per month	SATNS	NA	NA	NA	\$303.33	NA	\$247.40	NA	NA	NA		
NRC - 1st	SATNS	NA	NA	NA	NA	NA	\$79.94	NA	NA	NA		
NRC - Add'l	SATNS	NA	NA	NA	NA	NA	\$65.20	NA	NA	NA		
NRC - 1st - Disconnect	SATNS	NA	NA	NA	\$8.52	NA	\$5.58	NA	NA	NA		
NRC - Add'l - Disconnect	SATNS	NA	NA	NA	\$15.86	NA	\$15.85	NA	NA	NA		
per Interface per month (COC)	SATCO	NA	NA	NA	\$11.36	NA	\$11.35	NA	NA	NA		
NRC - 1st	SATCO	NA	NA	NA	\$19.99	NA	NA	NA	NA	NA		
NRC - Add'l	SATCO	NA	NA	NA	NA	NA	NA	NA	NA	NA		
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	\$3.50	NA	\$3.50	NA	NA	NA		
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA		
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	NA	NA	\$26.95	NA	NA	NA		
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	\$11.98	NA	NA	NA		
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - 1st	SOMAN	NA	NA	NA	NA	NA	\$16.97	NA	NA	NA		
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA		
DS1 Channelization (DS1 to DS0)												
per Channelized System (24 DS0) per month	SATC1	\$136.82	\$154.74	\$126.22	NA	\$126.66	NA	\$158.01	\$147.51	\$185.21		
NRC - 1st	SATC1	\$197.98	\$183.57	\$200.39	NA	\$184.35	NA	\$228.01	\$220.89	\$197.21		
NRC - Add'l	SATC1	\$123.12	\$126.16	\$124.93	NA	\$114.94	NA	\$141.88	\$137.15	\$119.99		
NRC - 1st - Disconnect	SATC1	\$11.67	\$19.68	\$28.95	NA	\$28.86	NA	\$34.55	NA	\$25.66		
NRC - Add'l - Disconnect	SATC1	\$0.95	\$18.29	\$18.43	NA	\$18.37	NA	\$21.14	NA	\$15.81		
Interface (COC)												
per OCU-DP(data) card per month (2.4-64kbs)	SATSA	\$1.66	\$2.22	\$1.06	NA	\$1.94	NA	\$2.03	\$2.34	\$2.46		
NRC - 1st	SATSA	\$12.05	\$13.26	\$12.15	NA	\$11.18	NA	\$12.39	\$12.05	\$12.61		
NRC - Add'l	SATSA	\$8.69	\$9.50	\$8.76	NA	\$8.06	NA	\$8.93	\$8.68	\$9.03		
per BRITE card per month	SATSA	\$3.41	\$3.86	\$3.41	NA	\$4.18	NA	\$3.76	\$4.21	\$3.33		
NRC - 1st	SATSA	\$12.05	\$13.26	\$12.15	NA	\$12.29	NA	\$15.76	\$12.05	\$12.61		
NRC - Add'l	SATSA	\$8.69	\$9.50	\$8.76	NA	\$8.80	NA	\$11.28	\$8.68	\$9.03		
per VG card per month (DS0)	SATSA	\$0.86	\$1.46	\$2.20	NA	\$1.06	NA	\$1.28	\$1.47	\$1.25		
NRC - 1st	SATSA	\$12.05	\$13.26	\$12.15	NA	\$11.18	NA	\$12.39	\$12.05	\$12.61		
NRC - Add'l	SATSA	\$8.69	\$9.50	\$8.76	NA	\$8.06	NA	\$8.93	\$8.68	\$9.03		
NRC - Manual Svc Order, per LSR	SOMAN	NA	\$21.73	NA	NA	NA	NA	NA	NA	\$19.99		
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	\$3.87	NA	NA	NA	NA	NA	NA	NA		
NRC - Electronic Svc Order, per LSR	SOMEC	\$3.50	\$2.77	\$3.50	NA	\$3.50	NA	\$3.50	\$3.50	\$3.50		
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	\$0.43	NA	NA	NA	NA	NA	NA	NA		
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic - 1st	SOMAN	\$15.61	NA	\$14.91	NA	\$13.71	NA	\$25.51	\$25.59	NA		
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	\$7.39	NA	\$6.63	NA	\$6.09	NA	\$8.37	\$8.92	NA		
Incremental Cost-Manual Svc. Order vs. Elect - Disconnect - 1st	SOMAN	\$30.18	NA	\$10.82	NA	\$9.94	NA	NA	NA	NA		
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	\$18.86	NA	NA	NA	NA	NA	NA	NA	NA		
DS1 Channelization (DS1 to DS0) - Kentucky & Mississippi												
Version 2306/ 7/17/00												

RATES OPEN TO SPRINT

**BELLSOUTH/SPRINT RATES
LOCAL INTERCONNECTION**

		RATES BY STATE										
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN		
per Channelized System (24 DS0) per month	SASTN1	NA	NA	NA	\$200.01	NA	\$146.87	NA	NA	NA		
	SASTN1	NA	NA	NA	\$302.82	NA	\$271.52	NA	NA	NA		
	SASTN1	NA	NA	NA	\$184.20	NA	\$164.56	NA	NA	NA		
	SASTN1	NA	NA	NA	NA	NA	\$36.38	NA	NA	NA		
	SASTN1	NA	NA	NA	NA	NA	\$22.82	NA	NA	NA		
	SATSA	NA	NA	NA	\$2.94	NA	\$2.86	NA	NA	NA		
	SATSA	NA	NA	NA	\$15.86	NA	\$15.85	NA	NA	NA		
	SATSA	NA	NA	NA	\$11.36	NA	\$11.35	NA	NA	NA		
	SATSA	NA	NA	NA	\$4.04	NA	\$3.88	NA	NA	NA		
	SATSA	NA	NA	NA	\$15.86	NA	\$15.85	NA	NA	NA		
	SATSA	NA	NA	NA	\$11.36	NA	\$11.35	NA	NA	NA		
	SATSA	NA	NA	NA	\$1.40	NA	\$1.45	NA	NA	NA		
	SATSA	NA	NA	NA	\$15.86	NA	\$15.85	NA	NA	NA		
	SATSA	NA	NA	NA	\$11.36	NA	\$11.35	NA	NA	NA		
	SOMAN	NA	NA	NA	\$19.99	NA	NA	NA	NA	NA		
	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA		
	SOMEC	NA	NA	NA	\$3.50	NA	\$3.50	NA	NA	NA		
	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA		
	SOMAN	NA	NA	NA	NA	NA	NA	\$26.95	NA	NA		
	SOMAN	NA	NA	NA	NA	NA	NA	\$11.98	NA	NA		
SOMAN	NA	NA	NA	NA	NA	NA	\$16.97	NA	NA			
SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA			
Local Interconnection Mid-Span Meet												
Local Channel - Dedicated - DS1												
DS1 Monthly Recurring per month	TEFHG	\$17.76	\$22.18	\$19.18	\$21.90	\$21.90	\$19.46	\$17.85	\$18.60	\$20.14		
NRC - DS1 - 1st	TEFHG	\$251.79	\$123.25	\$178.08	\$269.48	\$174.28	\$247.42	\$268.83	\$267.41	\$138.68		
NRC - DS1 - Add'l	TEFHG	\$221.42	\$115.25	\$156.45	\$232.47	\$150.15	\$217.64	\$232.73	\$231.41	\$116.63		
NRC - DS1 - Disconnect Chg - 1st	TEFHG	\$23.14	NA	NA	NA	\$12.08	\$23.43	NA	NA	\$16.59		
NRC - DS1 - Disconnect Chg - Add'l	TEFHG	\$16.09	NA	NA	NA	\$10.66	\$16.51	NA	NA	\$11.15		
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAC	\$61.95	NA	\$44.22	\$87.71	\$42.34	\$59.58	\$623.92	\$87.99	\$45.68		
NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAC	\$0.00	NA	NA	NA	NA	NA	\$467.22	\$3.11	\$1.76		
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect	SOMAC	\$29.27	NA	NA	NA	\$19.48	\$27.51	NA	NA	\$21.75		
NOTES:												
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.												

Attachment 4
Physical Collocation

BELLSOUTH PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Sprint is occupying the collocation space as a sole occupant or as a Host within a Premises location pursuant to Section 4.
- 1.1.1 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
- 1.2 Right to occupy. BellSouth shall offer to Sprint collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to Section 4 of this Attachment, BellSouth hereby grants to Sprint a right to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size which is specified by Sprint and agreed to by BellSouth which agreement should not be unreasonably withheld (hereinafter "Collocation Space"). BellSouth Premises include BellSouth Central Offices and Serving Wire Centers, as well as all buildings or similar structures owned or leased by BellSouth that house BellSouth Network Facilities and all structures that house facilities on public rights-of-way, including but not limited to, vaults containing loop concentrators and other similar structures. To the extent this Agreement does not include all the necessary rates, terms and conditions for BellSouth Premises other than BellSouth Central Offices, the Parties will negotiate said rates, terms, and conditions at the request for collocation at other than a Central Office. Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth Premises. The size specified by Sprint may contemplate a request for space sufficient to accommodate Sprint's growth within a two year period unless otherwise agreed to by the Parties.
- 1.2.1 Space Reclamation. In the event of space exhaust within a central office premises, Sprint may be required to release unused space to BellSouth to be allocated to other physical collocation applicants when 100% of the space in Sprint's collocation arrangement is not being utilized by the end of the second year of operation. Sprint will first have the option of subleasing any amount of space not being utilized pursuant to this sub-Section in lieu of releasing space to BellSouth. Prior to reclaiming any such unused space BellSouth shall notify Sprint of its intent in writing. Sprint will respond to BellSouth within fourteen (14) calendar days of receipt of BellSouth's notice. Said response shall provide a summary of Sprint's current use or planned use of remaining space for the next three (3) months, either by placing Sprint equipment in the remaining space or the subleasing of such Collocation Space. If BellSouth disagrees with Sprint's assertions it may avail itself of the Dispute

Resolution procedures set forth in the General Terms and Conditions section of this Agreement.

SPRINT LANGUAGE

- 1.2.2 Space Reservation. BellSouth and Sprint may reserve floor space for their own specific uses for the remainder of the current year, plus twelve (12) months. Upon denial of a Sprint request for physical collocation, BellSouth shall provide justification for the reserved space to Sprint based on a demand and facility forecast which includes, but is not limited to, three to five years of historical data and forecasted growth, in twelve month increments, by functional type of equipment (e.g., switching, transmission, power, etc.). In estimating the space requirement for growth, BellSouth shall use the most recent access line growth rate and use the space requirement data applicable to any planned changes that reflect forward looking technology as it relates to switching, power, MDF and DCS. BellSouth shall not reserve active space that is supported by existing telecommunications infrastructure without growth forecasts to support such reservation. BellSouth shall disclose to Sprint the space it reserves for its own future growth and for its interLATA, advanced services, and other affiliates upon request and in conjunction with a denial of Sprint's request for physical collocation, subject to appropriate proprietary protections. In order to increase the amount of space available for collocation, BellSouth will remove obsolete unused equipment, at its cost, from its Premises to meet a request for collocation from Sprint. Consistent with FCC Rule 51.323(f)(5), BellSouth shall relinquish any space held for future use prior to denying a Sprint request for virtual collocation.**[OPEN – PARTIES TO DISCUSS FURTHER]**

BELLSOUTH LANGUAGE

Space Reservation. BellSouth and Sprint may reserve floor space for their own specific uses for a two year period. Upon denial of a Sprint request for physical collocation, BellSouth shall provide to the Commission justification for the reserved space based on what is currently required by and provided to the applicable Commission. BellSouth shall remove obsolete unused equipment from the premises according to its scheduled date for such removal. BellSouth shall, upon request from Sprint, remove obsolete unused equipment from its premises prior to BellSouth's scheduled removal of such equipment, to increase the amount of space available for collocation. Sprint shall pay a share of equipment removal costs that is proportionate to its share of the space that is made available by the removal of equipment ("proportionate share"). Consistent with FCC Rule 51.323(f)(5), BellSouth shall relinquish any space held for future use prior to denying a Sprint request for virtual collocation unless BellSouth proves to the Commission that virtual collocation at that point is not technically feasible.**[OPEN – PARTIES TO DISCUSS FURTHER]**

- 1.3 Use of Space. Sprint shall use the Collocation Space for the purposes of installing, maintaining and operating Sprint's equipment (to include testing and monitoring equipment) used or useful primarily to interconnect with BellSouth services and

facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, Sprint may at its option, place Sprint-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, Sprint may connect to other interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by Sprint pursuant to section 5.6 following. Collocation Space may be used for any purpose consistent with effective FCC and state Commission Orders or as authorized in writing by BellSouth.

- 1.4 Rates and charges. Sprint agrees to pay the rates and charges identified at Exhibit A attached hereto.

2. **Space Notification**

- 2.1 Availability of Space. BellSouth will permit Sprint to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth is prepared to demonstrate to the State Commission pursuant to Section 2.4 that there is no space available due to space limitations or no space available due to technical infeasibility. BellSouth will respond to an application within ten (10) **business**[BELL SOUTH LANGUAGE]calendar[SPRINT LANGUAGE] days as to whether space is available or not available within a BellSouth Premises.[DISAGREE]

- 2.2 Reporting. Upon request from Sprint, BellSouth will provide a written report specifying the amount of collocation space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report at the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

- 2.2.1 The request from Sprint must be written and must include the Premises and Common Language Location Identification (CLLI) code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

DISAGREE SECTION 2.2.2

BELL SOUTH PROPOSAL:

- 2.2.2 **BellSouth will respond to a request for a particular Premises location within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes up to and including five (5) Premises locations within the same state. The response time for requests of more than five (5) shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify Sprint and inform Sprint of the time frame under which it can respond.**

SPRINT PROPOSAL:

- 2.2.2 **BellSouth will respond to a request for a report regarding space availability for a particular BellSouth Premise in accordance with the following intervals from receipt of such request. BellSouth will respond in ten (10) calendar days to requests for a report regarding space availability in the top 100 MSAs. For those requests that do not fall within the top 100 MSAs, BellSouth will respond in ten (10) calendar days to such a request when the request includes up to and including ten (10) BellSouth Premises locations within the same State. BellSouth will respond within fifteen (15) calendar days to the request for the eleventh to fifteenth locations within the same State. BellSouth will respond within twenty (20) calendar days to the request for the sixteenth to twentieth locations within the same State. When Sprint requests greater than twenty (20) locations within a State, BellSouth's time for response will increase in a similar five calendar day intervals for the additional five locations requested (e.g. twenty-five (25) days for twenty-first to twenty-fifth locations; thirty (30) days for twenty-sixth to thirtieth locations, etc.).**
- 2.3 **Denial of Application.** If BellSouth contends space for physical collocation is not available in a BellSouth Premises ("Denial of Application"), BellSouth shall notify Sprint in writing, pursuant to Section 2.1 of this Attachment. The written notice of denial shall provide Sprint with information relevant to the denial of its request for collocation space, give some detail as to why the space was denied, and information regarding planned building additions and/or office relief plans to the extent they are known. In addition, BellSouth shall allow Sprint to tour the entire premises in question, not just the area in which space was denied, without charge, within ten days of the receipt of BellSouth's denial of space. **Prior to the tour, BellSouth shall provide Sprint with full-sized, detailed engineering floor plans and engineering forecasts for the premise in question.[SPRINT LANGUAGE - DISAGREE]** In order to schedule said tour within ten (10) business days, the request for a tour of the Premises must be received by BellSouth within five (5) business days of the Denial of Application or as otherwise agreed to by the Parties
- 2.4 **Filing of Petition for Waiver.** Upon Denial of Application, BellSouth will timely file a petition for Waiver with the Commission pursuant to 47 U.S.C. § 251(c)(6) in accordance with applicable Commission requirements. However, in the absence of any Commission requirement, BellSouth will file a Petition for Waiver within thirty (30) days after the date of Denial of Application.**[OPEN – BUSINESS VS. CALENDAR]**
- 2.5 **Waiting List.** As new space becomes available, BellSouth will identify the quantity of space available and the type or types of physical collocation that can be accommodated in that space. BellSouth will notify those CLECs that can be accommodated on said waiting list that space shall become available within 60 calendar days prior to space becoming available, to the extent known, where a waiver has previously been filed. The notification to the CLEC will include the following

information: space availability date, the date by which BellSouth must have received the Application and Application Fee which is thirty days following the space availability date, and the amount of space that BellSouth has identified as available for the customer. In this scenario, if a CLEC that has been offered newly available space declines such space, BellSouth will use best efforts to notify the next CLEC on the waiting list of the space availability as soon as practicable so that space availability can be communicated and assigned in an expeditious fashion.

- 2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) **business**[BST LANG] **calendar**[SPRINT LANG] days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.[DISAGREE – BUSINESS VS. CALENDAR]

DISAGREE SPRINT LANGUAGE SECTION 2.7

- 2.7 Priority of Space Assignment for "Space Exhausted" Premises. If a CLEC that has been denied space in a BellSouth Premises chooses not to challenge BellSouth on space availability in that Premises, and Sprint has also been denied space in that Premises and later challenges BellSouth on space availability, Sprint will be given priority for space assignment if space is found to be available. Additional space would then be provided to other CLECs based on their respective position on said waiting list.

- 2.7 State Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals that are applicable to Sprint that are different than those set forth in this section, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow Sprint to collocate Sprint's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow Sprint to have direct access to its equipment and facilities but may require Sprint to use a central entrance to the BellSouth Premises. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where Sprint's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where technically feasible. For equipment requiring special technical considerations, Sprint must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for

constructing all special technical requirements associated with such equipment pursuant to Section 6.5 following

- 3.2 Cages and Adjacent Arrangement Enclosures. BellSouth shall authorize the enclosure of Sprint's equipment and facilities at Sprint's option. Sprint must arrange with a BellSouth certified contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications (hereinafter, "BellSouth's Guidelines"), or if there are more stringent applicable requirements, then pursuant to section 1.1.1 and at its sole expense. BellSouth will provide guidelines and specifications upon request. Sprint's BellSouth certified contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The Certified Vendor shall bill Sprint directly for all work performed for Sprint pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. Sprint must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Sprint's locked enclosure prior to notifying Sprint.
- 3.2.1 BellSouth has the right to review Sprint's plans and specifications prior to allowing construction to start. Such review shall not unreasonably delay provisioning intervals as specified herein. BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's guidelines and to require Sprint to remove or correct at Sprint's cost any structure that does not meet these BellSouth Guidelines.
- 3.3 Shared (Subleased) Caged Collocation. Sprint may allow other telecommunications carriers to share Sprint's caged collocation arrangement pursuant to terms and conditions agreed to by Sprint ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared (Subleased) Caged Collocation and (2) where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. Sprint shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) business days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Sprint that said agreement imposes upon the Guest(s) the same terms and conditions for collocation space as set forth in this Agreement between BellSouth and Sprint.
- 3.3.1 Sprint shall be the sole interface and responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In the event the Host and Guest jointly submit an initial Application, only one

Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this application is not the initial application made for the arrangement.

Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provisions of the services and access to unbundled network elements.

- 3.3.2 Sprint shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Sprint's Guests in the Collocation Space. Nothing herein shall be construed to require indemnification by a party for the willful misconduct or gross negligence of the other party or, where prohibited by law, indemnification for a party's own negligence or sole negligence and, to the extent such exclusion must be expressly stated the term indemnification as used in this section shall be construed to exclude specifically a party's gross negligence or willful misconduct and a party's own negligence or sole negligence. Where indemnification by a party is permitted for claims arising out of the other party's own negligence but such intention must be expressly stated, the term "indemnify" is used in this section shall include the duty to indemnify for such other party's negligence. Nothing herein shall be construed to require indemnification in excess of that permitted by law and, to the extent any part of this section is found to be invalid or unenforceable, the parties agree that the obligation to indemnify under this Agreement shall be to the fullest extent permitted in the relevant jurisdiction, excluding only such claims as are prohibited therein.

- 3.4 Adjacent Collocation. BellSouth will provide adjacent collocation in controlled environmental vaults or similar structures to be constructed or otherwise procured by Sprint ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility, and reasonable safety and maintenance requirements. BellSouth and Sprint will mutually agree on the location of the designated space on the BellSouth property where the adjacent structure, such as a controlled environmental vault or similar structure, will be placed. BellSouth may withhold agreement with respect to a location which would otherwise be prohibited pursuant to Section 1.1. Neither party shall unreasonably withhold agreement as to any proposed location, provided, however, that it shall be in BellSouth's final discretion as to the location of the adjacent structure. The Adjacent Arrangement shall be constructed or procured by Sprint and in conformance with BellSouth's design and construction specifications in effect at the time the adjacent structure is requested. After the adjacent arrangement is constructed any changes to these specifications will not be binding on Sprint for such already constructed arrangements without Sprint's prior written concurrence. Further, Sprint shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for Adjacent Collocation.

3.4.1 Should Sprint elect such option, Sprint must arrange with a BellSouth certified contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications, or if there are more stringent applicable requirements, then pursuant to section 1.1.1. BellSouth will provide guidelines and specifications upon request.

3.4.2 Sprint's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Sprint's BellSouth Certified Vendor shall bill Sprint directly for all work performed for Sprint pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. Sprint must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Sprint's locked enclosure prior to notifying Sprint.

3.4.3 BellSouth maintains the right to review Sprint's plans and specifications prior to construction of an Adjacent Arrangement(s). BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to commencement, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's Guidelines. Such review shall not unreasonably delay provisioning intervals as specified herein. BellSouth may require Sprint, at Sprint's sole cost, to correct any deviations from BellSouth's Guidelines found during such inspection(s), as such Guidelines existed at the time the application was accepted by BellSouth. Such corrections may include removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

3.4.4 Sprint shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At Sprint's option, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. Sprint's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

3.4.5 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 preceeding.

4. Occupancy

4.1 Commencement Date. The "Commencement Date" shall be the day Sprint's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify Sprint in writing that the Collocation Space is ready for occupancy. Sprint must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) calendar days after receipt of such notice unless otherwise agreed to by

the Parties. Sprint must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. If Sprint fails to place operational telecommunications equipment in the Collocation Space within 180 calendar days unless otherwise agreed to by the Parties and such failure continues for a period of thirty (30) calendar days after receipt of written notice from BellSouth, then and in that event Sprint's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to Sprint with respect to said Collocation Space. Termination of Sprint's rights to the Collocation Space pursuant to this paragraph shall not operate to release Sprint from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this paragraph, Sprint's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

- 4.3 **Termination.** Except where otherwise agreed to by the Parties, Sprint may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior written notice to BellSouth. Upon termination of such occupancy, Sprint at its expense shall remove its equipment and other property from the Collocation Space. Sprint shall have thirty (30) calendar days from the termination date, or such other period as agreed to by the Parties, to complete such removal, including the removal of all equipment and facilities of Sprint's Guests; provided, however, that Sprint shall continue payment of monthly fees to BellSouth until such date as Sprint has fully vacated the Collocation Space. Should Sprint fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of Sprint at Sprint's expense and with no liability for damage or injury to Sprint's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Attachment, Sprint shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the Sprint except for ordinary wear and tear. Sprint shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition unless Sprint at its sole discretion sub-leases or otherwise conveys such enclosure.

5. Use of Collocation Space

- 5.1 **Equipment Type.** BellSouth permits the collocation of any type of equipment used or useful for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services. Such equipment used or useful for interconnection and access to unbundled network elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching

modules. Nothing in this section requires BellSouth to permit collocation of equipment used solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to the Act and applicable state and federal law.

- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the ground that the equipment fails to comply with NEBS performance standards. If BellSouth denies collocation of Sprint's equipment, citing safety standards, BellSouth must provide to Sprint within five business days of the denial a list of all equipment that BellSouth locates within the premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that BellSouth contends Sprint's equipment fails to meet.
- 5.1.2 Sprint shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.
- 5.1.3 Sprint shall place a plaque or other identification affixed to Sprint's equipment necessary to identify Sprint's equipment, including a list of emergency contacts with telephone numbers.
- 5.2 Entrance Facilities. Sprint may elect to place Sprint-owned or Sprint-leased fiber entrance facilities into the Collocation Space. The Parties will discuss the proposed point of entrance in an attempt to mutually agree upon a point of entrance provided, however, that it will be in BellSouth's final discretion to designate the point of entrance in close proximity to the Central Office building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. Sprint will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Sprint will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to Sprint's equipment in the Collocation Space. In the event Sprint utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Sprint must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Sprint is responsible for maintenance of the entrance facilities At Sprint's option BellSouth

will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions referenced in Exhibit C to this Attachment.

- 5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available. Where dual entrance does not exist, or there is a lack of capacity, BellSouth will construct such dual entrance upon Sprint's request, where technically feasible and at Sprint's sole expense. Such construction will be considered an extraordinary modification and charges for such construction shall be assessed accordingly on an individual case basis. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide Sprint with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available, BellSouth will make the requested conduit space available for installing a second entrance facility to Sprint's arrangement. The Parties will discuss the proposed location of the serving manhole(s) in an attempt to mutually agree upon a point of entrance provided, however, that it will be in BellSouth's final discretion as to the location of the serving manhole. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.2.2 Shared Use. Sprint may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another Sprint collocation arrangement within the same BellSouth Central Office. Sprint must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to Sprint-provided riser cable.
- 5.3 Splicing in the Entrance Manhole. Although not generally permitted, should Sprint request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to Sprint by BellSouth, Sprint shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

DISAGREE SECTION 5.4

BELLSOUTH PROPOSAL:

- 5.4 Demarcation Point. BellSouth will designate the point(s) of demarcation between Sprint's equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all

equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. Sprint shall be responsible for providing, and Sprint's BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Sprint or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 5.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At Sprint's option and expense, a Point of Termination (POT) bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. Sprint must make arrangements with a BellSouth certified vendor for such placement.

SPRINT PROPOSAL:

5.4 Demarcation Point Unless otherwise requested by Sprint, Sprint will designate the point of demarcation in or adjacent to its collocation space. At Sprint's request, BellSouth will identify to Sprint the location(s) of other possible demarcation points available to Sprint, and Sprint will designate from these location(s) the point(s) of demarcation between its collocated equipment and BellSouth's equipment. BellSouth will use its best efforts to identify the closest demarcation point to Sprint's equipment that is available. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to the network, BellSouth may offer, as an option to Sprint, a demarcation point that is a common block on the BellSouth designated conventional distributing frame. Sprint or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At Sprint's option and expense, a Point of Termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Collocation Space that may, at the Sprint's option, serve as the demarcation point. If Sprint elects not to provide a POT frame, BellSouth will agree to hand off the interconnection cables to Sprint at Sprint's equipment or at Sprint's designated demarcation point. When Sprint elects to install its own POT frame/cabinet, BellSouth must still provide and install the required DC power panel.

5.5 Sprint's Equipment and Facilities Sprint, or if required by this Attachment, Sprint's BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Sprint. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.

- 5.6 Co-Carrier Cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth telecommunications services, unbundled network elements, and facilities, Sprint may directly connect to other Interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through facilities owned by Sprint or through BellSouth facilities designated by Sprint, at Sprint's option. Such connections to other carriers may be made using either optical or electrical facilities. Sprint may deploy such optical or electrical connections directly between its own facilities and the facilities of other Interconnector(s) without being routed through BellSouth equipment.
- 5.6.1 If Sprint requests a co-Carrier cross-connect after the initial installation, Sprint must submit an application with a Subsequent Application Fee. Sprint must use a Certified Vendor to place the co-Carrier cross connect, except in cases where the Sprint equipment and the equipment of the other Interconnector are located within contiguous collocation spaces. In cases where Sprint's equipment and the equipment of the other Interconnector are located in contiguous collocation spaces, Sprint will have the option to deploy the co-Carrier cross connects between the sets of equipment. Where cable support structure exists for such connection, there will be a recurring charge per linear foot of support structure used. When cable support structures do not exist and must be constructed a pro-rated non-recurring charge for the individual case will be assessed to all that benefit from that construction. The cable support structure charge will be determined based on the percentage of capacity utilized by Sprint against the total cost of the cable support structure construction.
- 5.7 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to Sprint when access to the Collocation Space is required. Sprint may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Sprint will not bear any of the expense associated with this work.
- 5.8 Access. Pursuant to Section 11, Sprint shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Sprint agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. Sprint agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Sprint employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Sprint or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

- 5.8.1 Lost or Stolen Access Keys. Sprint shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings as a result of an Access Key(s) lost or not returned by Sprint, Sprint shall pay for all reasonable and demonstrative costs associated with the re-keying.
- 5.9 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other Interconnector located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other Interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Sprint violates the provisions of this paragraph, BellSouth shall give written notice to Sprint, which notice shall direct Sprint to cure the violation within forty-eight (48) hours of Sprint's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the parties agree to consult immediately and, if necessary, to inspect the arrangement. If Sprint fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Sprint's equipment. BellSouth will endeavor, but is not required, to provide notice to Sprint prior to taking such action and shall have no liability to Sprint for any damages arising from such action, except to the extent that such action by BellSouth constitutes gross negligence or willful misconduct.
- 5.10 Personalty and its Removal. Subject to requirements of this Attachment, Sprint may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by Sprint in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by Sprint at any time. Any damage caused to the Collocation Space by Sprint's employees, agents or representatives during the removal of such property shall be promptly repaired by Sprint at its expense.
- 5.11 Alterations. In no case shall Sprint or any person acting on behalf of Sprint make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written consent of

BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Sprint.

- 5.12 Janitorial Service. Sprint shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and, if necessary, shall arrange directly with a BellSouth certified contractor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

- 6.1 Application for Space. Sprint shall submit an application document when Sprint or Sprint's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Collocation Space.

- 6.1.1 Initial Application. For Sprint or Sprint's Guest(s) initial equipment placement, Sprint shall submit to BellSouth a complete and accurate Physical Expanded Interconnection Application Document (Bona Fide Application), together with payment of the Application Fee as stated in Exhibit A. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Sprint's Collocation Space(s) and an estimate of the amount of square footage required.

- 6.1.2 Subsequent Application Fee. In the event Sprint or Sprint's Guest(s) desire to modify the use of the Collocation Space, Sprint shall complete an Application document detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in Exhibit A. Said minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Sprint in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by Sprint for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the subsequent application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to Sprint. The fee for an application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. If the modification requires capital expenditure assessment, a fee ranging from the minimum Subsequent Application Fee up to the full Application Fee Charge for the appropriate state shall apply. BellSouth shall provide a detailed explanation of the charges exceeding the minimum Subsequent Application Fee costs upon request. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit

A, the outstanding balance shall be due by Sprint within 30 calendar days following Sprint's receipt of a bill or invoice from BellSouth.

- 6.2 Application Response. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond within ten (10) **[business]calendar** days of receipt of an Application whether the Application is complete and accurate ("Bona Fide"), and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a comprehensive written response ("Application Response") within thirty (30) **[business]calendar** days of receipt of a complete application. When multiple applications are submitted within a fifteen **[business]calendar** day window, BellSouth will respond to the applications as soon as possible, but no later than the following: within thirty (30) **[business]calendar** days for applications 1-5; within thirty-six (36) **[business]calendar** days for applications 6-10; within forty-two (42) **[business]calendar** days for applications 11-15. Response intervals for multiple applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. ~~The Application Response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, and the space preparation fees, as described in Section 7. Also included will be an additional engineering fee, which recovers costs associated with provisioning Sprint's request, including, but not limited to, work associated with building cable pairs and tie cable terminations, as ordered in the Application.~~ **OPEN PENDING DISCUSSION BETWEEN THE PARTIES [DISAGREE ON BUSINESS VS. CALENDAR]**

- 6.3 Bona Fide Firm Order. Sprint shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires Sprint to complete the Application/Inquiry process described in Subsection 6.1, preceding, and submit the Physical Expanded Interconnection Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by BellSouth ("Bona Fide Firm Order") and all appropriate fees. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's response to Sprint's Application/Inquiry. If Sprint makes changes to its application in light of BellSouth's written Application Response, BellSouth will be required to re-evaluate and respond to the change(s). In this event, BellSouth's provisioning interval will not start until the re-evaluation and response to the change(s) is complete and the Bona Fide Firm Order is received by BellSouth and all appropriate fees and duties have been executed. Such re-evaluation of an application shall be completed promptly by BellSouth but in no event shall exceed thirty (30) **[calendar]business** days. If BellSouth needs to reevaluate Sprint's application as a result of changes requested by Sprint to Sprint's original application, then BellSouth will charge Sprint a fee based

upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require Sprint to resubmit the application with an application fee. **[DISAGREE BUSINESS VS. CALENDAR]**

- 6.3.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Sprint's Bona Fide Firm Order with a Firm Order Confirmation containing the firm order date within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received.
- 6.3.2 BellSouth will permit one accompanied site visit to Sprint's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Sprint. Such accompanied site visits and associated charges will not apply subsequent to Sprint's completion of BellSouth Security Training requirements.
- 6.3.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.
- 6.3.4 Sprint must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date Sprint desires access to the Collocation Space.

DISAGREE SECTION 6.4

BELLSOUTH PROPOSAL:

- 6.4 **Construction and Provisioning Interval.** BellSouth will negotiate construction and provisioning intervals per request on an individual case basis. Excluding the time interval required to secure the appropriate government licenses and permits BellSouth will use best efforts to complete construction and provisioning of collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a complete and accurate Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, Heating, Ventilating and Air Conditioning ("HVAC"), cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other collocation space ("extraordinary conditions") within 180 calendar days of the receipt of a complete and accurate Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for American with Disabilities Act ("ADA") compliance; environmental hazard or hazardous materials abatement.

SPRINT PROPOSAL:

- 6.4 Construction and Provisioning Interval.** BellSouth will complete construction and provisioning of caged physical collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a complete and accurate Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, Heating, Ventilating and Air Conditioning ("HVAC"), cabling and the power plant(s). BellSouth will complete construction of all other collocation space ("extraordinary conditions") within 120 calendar days of the receipt of a complete and accurate Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for American with Disabilities Act ("ADA") compliance; environmental hazard or hazardous materials abatement. BellSouth will complete construction and provisioning of cageless physical collocation arrangements as soon as possible and within a maximum of 60 calendar days from receipt of a complete and accurate Bona Fide Firm Order.

DISAGREE SPRINT PROPOSAL 6.4.1, 6.4.2, 6.4.3, 6.4.3.1, 6.4.3.2, 6.4.3.3

- 6.4.1 When Sprint adds equipment within initial forecasted demand parameters that requires no additional space preparation work on the part of the BellSouth, BellSouth may not impose additional charges or additional intervals that would delay Sprint's equipment addition.**
- 6.4.2 BellSouth will provide the reduced intervals outlined below to Sprint with existing physical collocation space for requested augments. In such instances, Sprint must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for Sprint's point of termination.**
- 6.4.3 Sprint has the option of using a BellSouth-certified third party vendor to perform augments to its existing collocation arrangements. In such instances, Sprint may experience a provisioning interval shorter than those provided by BellSouth. If a third party vendor is used, BellSouth shall not unreasonably delay the augmentation interval, and will use best efforts to complete and provide the appropriate administrative work or information within 10 calendar days.**
- 6.4.3.1 Except as noted, augments consisting of interconnection cabling arrangements, AC and DC power, lighting, and interconnection conduit as noted below will be provided will be provided within sixty (60) calendar days:**
- 28 DS1's (cabling only; panels, relay racks and overhead racking exist)**

- 3 DS3's (cabling only; panels, relay racks and overhead racking exist)
- 100 Copper (shielded or nonshielded) cable pairs (blocks and cabling only; panels, relay racks and overhead racking exist)
- Duplex AC convenience outlets (fifteen (15) calendar days)
- Additional overhead lighting (fifteen (15) calendar days)
- Cage to cage interconnection conduit within the same collocation area
- Cable pull within same collocation area
- DC Power requirements where only a fuse change is required (fifteen (15) calendar days).

6.4.3.2 Augments consisting of additional interconnect panels/blocks, cabling, DC Power arrangements (racks are existing) as noted below will be provided within sixty (60) calendar days:

- 84 DS1's (one interconnect panel) and/or
- 48 DS3's (interconnect panel) and/or
- 200 Copper (shielded or nonshielded) cable pairs (2 blocks) up to 400 feet
- Ground cable changes within the DC Power arrangement.
- Arrange/install fiber cable through innerduct up to 400 feet
- Arrange/install timing leads up to 400 feet
- Arrange and install fiber interconnections up to 12 fiber pairs up to 400 feet

6.4.3.3 Augments consisting of additional interconnect panels/blocks, cabling, power cables, (racks are existing) as noted below will be provided will be provided within ninety (90) calendar days:

- 168 DS1's (one interconnect panel) and/or
- 48 DS3's (interconnection panel) and/or
- 400 Copper (shielded or nonshielded) cable pairs (2 blocks) up to 400 feet
- Power cables added to accommodate greater DC amperage requests within existing power panels.
- BellSouth will perform a cage expansion of 300 square feet or less immediately adjacent to a Collocator's existing cage within the collocation area as long as the collocation area does not have to be reconfigured and does not involve HVAC work.
- Arrange/install bay lighting front and back up to three (3) bays.
- Arrange and install fiber interconnection up to 12 fiber pairs up to 400 feet

The provisioning intervals provided in 6.4.3.1-6.4.3.3 above will apply only when Sprint provides a complete application. The job must be an augment to an existing Sprint cage or

area and consisting only of cage expansions as detailed above, power cable additions, bay lighting or copper (shielded or nonshielded) cable, DS1, DS3 and/or fiber interconnection arrangements not to exceed the quantities cited above.

Other augments such as power requests that exceed current space, capacity ratings, additional bay spaces, require additional BellSouth bays, BellSouth cable racks and/or cage expansions within active Central Office space different than described above, will require Sprint to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application. The construction interval for these other augments will not exceed 90 calendar days after acceptance and authorization by Sprint. BellSouth will work cooperatively with Sprint to negotiate mutually agreeable construction intervals for other augments not specifically provided for above.

- 6.4.4 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and Sprint will commence within a maximum of 15 business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to Sprint during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.
- 6.4.5 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within 7 business days of the completion of finalized construction designs and specifications.
- 6.4.6 Acceptance Walk Through. Sprint and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by Sprint. BellSouth will correct any deviations to Sprint's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame.

DISAGREE SECTION 6.5

BELLSOUTH PROPOSAL:

- 6.5 Use of Certified Vendor. Sprint shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. In some cases, Sprint must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide Sprint with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing Sprint's equipment and components, installing co-carrier cross connects, extending power cabling to the BellSouth power distribution frame,

performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Sprint upon successful completion of installation. The Certified Vendor shall bill Sprint directly for all work performed for Sprint pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying Sprint or any vendor including Original Equipment Manufacturers (OEMS) proposed by Sprint.

SPRINT PROPOSAL: Sprint to provide additional proposal to clarify position

- 6.5 **Use of Certified Vendor.** At Sprint's option, Sprint may request BellSouth to perform engineering and installation work required in the collocation space or Sprint may select a vendor which has been approved as a BellSouth Certified Vendor. In some cases, Sprint must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide Sprint with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing Sprint's equipment and components, installing co-carrier cross connects, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Sprint upon successful completion of installation. The Certified Vendor shall bill Sprint directly for all work performed for Sprint pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying Sprint or any vendor including Original Equipment Manufacturers (OEMs) proposed by Sprint.
- 6.6 **Alarm and Monitoring.** BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. Sprint shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Sprint's Collocation Space. Upon request, BellSouth will provide Sprint with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Sprint. Both parties shall use best efforts to notify the other of any verified environmental hazard known to that party. The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.
- 6.7 **Basic Telephone Service.** Upon request of Sprint, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.
- 6.8 **Space Preparation.** ~~BellSouth shall pro-rate the costs of any renovation or upgrade to Central Office space or support mechanisms which are required to accommodate Sprint's physical collocation. Sprint's pro-rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by Sprint divided by the total Central Office square footage receiving renovation or~~

~~upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating ventilation air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, or ground plane addition. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will reimburse Sprint in an amount equal to Sprint's reasonable and demonstrative expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth. In Georgia, the Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. Additional engineering charges may apply as described in Section 6.2. In the event Sprint opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Sprint as prescribed in Section 7. [OPEN – PENDING FURTHER DISCUSSION BETWEEN THE PARTIES]~~

DISAGREE SECTION 6.9

BELLSOUTH PROPOSAL:

- 6.9 Virtual Collocation Transition.** In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, Sprint may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Sprint, such information will be provided to Sprint in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to Sprint within 180 days of BellSouth's written denial of Sprint's request for physical collocation, and (ii) Sprint was not informed in the written denial that physical collocation space would become available within such 180 days, then Sprint may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Sprint must arrange with a BellSouth certified vendor for the relocation of equipment if required from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.
- 6.9.1** BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where there are no extenuating circumstances or technical reasons that would cause the arrangement to become a safety hazard within the Premises or otherwise being in conformance with the terms and conditions of this

Attachment and where (1) there is no change to the arrangement; and (2) the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the Premises reserved for BellSouth's forecast of future growth; and (3) due to the location of the virtual collocation arrangement, the conversion of said arrangement to a physical arrangement would not impact BellSouth's ability to secure its own facilities. Notwithstanding the foregoing, if the BellSouth Premises is at or nearing space exhaust, BellSouth may authorize the conversion of the virtual arrangement to a physical arrangement even though BellSouth could no longer secure its own facilities.

SPRINT PROPOSAL:

- 6.9 **Virtual Collocation Transition** Upon request by Sprint, virtual collocation arrangements provisioned prior to the availability of physical cageless collocation in a central office shall be converted without disruption or reconfiguration of the equipment and without additional charges, except for administrative fees to process the request and if no relocation of equipment is required. Relocation may be required if Sprint is occupying space that is in less than a single-bay increment and there is any vertical commingling of equipment either with BellSouth or another CLEC. Where relocation of equipment is not required, equipment ownership will revert back to Sprint upon payment of the same charge used to sell such equipment to BellSouth; Sprint's cageless rack space will be clearly marked through floor-markings or other identification; and Sprint will comply with all security requirements applicable to cageless collocation as outlined in this Attachment.
- 6.10 **Cancellation.** If, at anytime, Sprint cancels its order for the Collocation Space(s), Sprint will reimburse BellSouth for any reasonable and demonstrative expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount Sprint would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.
- 6.11 **Licenses.** Sprint, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.
7. **Rates and Charges**
- 7.1 ~~**Non-recurring Fees.** In addition to the Application Fee referenced in Section 6, preceding, Sprint shall remit payment of a Cable Installation Fee and one half (1/2) of the estimated Space Preparation Fee, as applicable, coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) calendar days following Sprint's receipt of a bill or invoice from BellSouth, which would be subsequent to Sprint's acceptance of the Space.~~

~~Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in Subsection 7.4), when Sprint requests a modification to the arrangement.~~ **OPEN – PENDING FURTHER DISCUSSION BETWEEN THE PARTIES**

- 7.2 ~~Documentation. BellSouth shall provide documentation to establish the estimated Space Preparation Fee at the time of the initial Application Response and shall provide documentation of the actual Space Preparation Fee when available after completion of the Collocation Space. The Space Preparation Fee will be pro-rated as prescribed in Section 6, preceding.~~ **OPEN – PENDING FURTHER DISCUSSION BETWEEN THE PARTIES**
- 7.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber cable placed.
- 7.4 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power Sprint's equipment. When the Collocation Space is enclosed, Sprint shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Sprint shall pay floor space charges based upon the following floor space calculation: $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$. For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where technically feasible. In the event Sprint's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Sprint shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date Sprint first occupies the Collocation Space, whichever is sooner.
- 7.5 Power. BellSouth shall supply -48 Volt (-48V) DC power for Sprint's Collocation Space within the Premises and shall make available AC power at Sprint's option for Adjacent Arrangement collocation.
- 7.5.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to Sprint's equipment or space enclosure. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized), and installed by Sprint's certified vendor. When obtaining power from a BellSouth Power

Board, power cables (A&B) must be engineered (sized), and installed by Sprint's certified power vendor. Sprint's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. The non-recurring construction charge for construction of additional DC power plant or upgrade of the existing DC power plant in a Central Office as a result of Sprint's request to collocate in that Central Office ("Power Plant Construction"), will be assessed per the nominal -48V DC ampere requirements specified by Sprint on the physical collocation application. BellSouth reserves the right to monitor actual usage to verify accuracy of Sprint's power requirements. Sprint shall pay its pro-rata share of costs associated with the Power Plant Construction, including but not limited to, standby AC plant elements, DC power plant elements, and the Battery Distribution Fuse Bay (BDFB), where applicable. The pro-ration shall be based on the cost of providing one (1) ampere of DC power multiplied by the nominal drain requirements indicated by Sprint in its physical collocation application. If Sprint does not require power feeders from a BDFB, the BDFB component will not be applied to the power plant construction charge. If Sprint requires power feeders from both a BellSouth power board and a BellSouth BDFB, the power plant construction charge will include all three components for the amount of nominal current fed from the BDFB, but will only include the standby AC and DC power plant components for the amount of nominal current fed from the power board. BellSouth shall comply with all BellCore (Telcordia) and ANSI Standards regarding power cabling, including BellCore (Telcordia) Network Equipment Building System (NEBS) Standard GR-63-CORE. The costs of power plant construction shall be pro-rated and shared among all who benefit from that construction. Sprint shall pay BellSouth one-half of its pro-rata share of the estimated Power Plant Construction costs prior to commencement of the work. Sprint shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. If BellSouth has not previously invested in power plant capacity for collocation at a specific site, Sprint has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's Guidelines. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Attachment Sprint shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Sprint is responsible for contracting with a BellSouth certified vendor for power distribution feeder cable runs from a BellSouth BDFB or power board to Sprint's equipment. When obtaining power from a BellSouth BDFB or miscellaneous fuse positions on a BellSouth power board, power cables must be engineered, furnished and installed by Sprint using a BellSouth certified power vendor. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The certified vendor contracted by Sprint must provide BellSouth a copy of the engineering power specifications prior to the Commencement Date. BellSouth will provide the power feeder cable support structure between the BellSouth BDFB or power board and Sprint's arrangement area. Sprint shall contract a BellSouth certified vendor who will be responsible for the following: power cable

- 7.8 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party. Payment of all other charges under this Attachment shall be due thirty (30) days after receipt of the bill (payment due date). Sprint will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

8. Insurance

- 8.1 Sprint shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a BEST Insurance Rating of B ++ X (B ++ ten).

- 8.2 Sprint shall maintain the following specific coverage:

- 8.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

- 8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

- 8.2.3 Sprint may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

- 8.3 All policies purchased by Sprint shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Central Office and shall remain in effect for the term of this Attachment or until all Sprint's property has been removed from BellSouth's Central Office, whichever period is longer. If Sprint fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Sprint.

- 8.4 Sprint shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Sprint shall arrange for BellSouth to receive thirty (30)

days advance notice of cancellation from Sprint's insurance company. Sprint shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
600 N. 19th Street, 18B3
Birmingham, Alabama 35203

- 8.5 Sprint must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 8.6 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

9. Mechanics Liens

- 9.1 Each Party must keep the property free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of that Party. If any liens are filed against the property, or any improvements thereon, as a result of the acts or omissions of a Party, or that of the Party's employees, agents, or contractors, such Party must discharge the lien within thirty (30) days or furnish a bond in accordance with law within thirty (30) days of the date such Party receives written notice that the lien has been filed. If a Party fails to discharge the lien or provide a bond as required by this section, then, in addition to any other right or remedy, the other Party may, at such other Party's election, discharge the lien by:
- paying the amount claimed to be due; or
 - obtaining the discharge by deposit with a court or a title company; or
 - furnishing a bond conditioned upon the discharge of said lien.

Sprint will defend and indemnify BellSouth from and against any lien enforcement action, defend and indemnify BellSouth for direct costs, including payments to contractors, costs of deposits or bond costs, as well as any attorney's fees expended by BellSouth as a result of Sprint's failure to fulfill Sprint's obligations under this section.

BellSouth will defend and indemnify Sprint from and against any lien enforcement action, and defend and indemnify Sprint for direct costs, including payments to contractors, costs of deposits or bond costs, as well as any attorney's fees expended by Sprint as a result of BellSouth's failure to fulfill BellSouth's obligations under this section

10. Inspections

- 10.1 BellSouth shall conduct an inspection of Sprint's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Sprint's equipment and equipment of BellSouth. Such inspection shall not unreasonably delay the activation of facilities between Sprint's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Sprint adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Sprint with a minimum of forty-eight (48) hours or two (2) business days, whichever is **greater**, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

11. Security and Safety Requirements

- 11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for its own employees or for authorized contractors. Only BellSouth employees, BellSouth certified vendors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of Sprint will be permitted in the BellSouth Premises. Sprint shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the Sprint name. BellSouth reserves the right to remove from its premises any employee of Sprint not possessing identification issued by Sprint. Sprint shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Sprint shall be solely responsible for ensuring that any Guest of Sprint is in compliance with all subsections of this Section 11.
- 11.1.1 Sprint will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Sprint employee being considered for work on the BellSouth Premises, for the states/counties where the Sprint employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.
- 11.1.2 Sprint will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 11.1.3 Sprint shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Sprint shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Sprint personnel who have been identified to have misdemeanor criminal convictions, except for misdemeanor traffic

violations. Notwithstanding the foregoing, in the event that Sprint chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Sprint may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

- 11.1.4 For each Sprint employee requiring access to a BellSouth Premises pursuant to this agreement, Sprint shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Sprint will disclose the nature of the convictions to BellSouth at that time. In the alternative, Sprint may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 11.1.5 At BellSouth's request, Sprint shall promptly remove from the BellSouth Premises any employee of Sprint BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth, 1) if it is established and mutually agreed in good faith that Sprint's employees are responsible for the alleged act, or 2) prior to the initiation of an investigation in the event that an employee of Sprint is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 11.2 Notification to BellSouth. BST reserves the right to interview Sprint's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to Sprint's Security contact of such interview. Sprint and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Sprint's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Sprint for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Sprint's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Sprint for BellSouth property which is stolen or damaged where an investigation determines the culpability of Sprint's employees, agents, or contractors and where Sprint agrees; in good faith, with the results of such investigation. Sprint shall notify BellSouth in writing immediately in the event that Sprint discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this section. Sprint shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

- 11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 11.5 Full compliance with the Security requirements of this section shall in no way limit the liability of either Party to the other for the improper actions of its employees that would otherwise exist pursuant to this Agreement or applicable law.

12. Destruction of Collocation Space

- 12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Sprint's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Attachment, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Sprint's permitted use, or is damaged and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to Sprint, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Sprint may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Sprint's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Sprint. Where allowed and where practical, Sprint may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Sprint shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Sprint's permitted use, until such Collocation Space is fully repaired and restored and Sprint's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored).

Where Sprint has placed an Adjacent Arrangement pursuant to section 3.4, Sprint shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. Eminent Domain

- 13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and Sprint shall each have the right to terminate this Attachment and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

14. Nonexclusivity

- 14.1 Sprint understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

EXHIBIT A: BELL SOUTH/CLEC-1 RATES – TENNESSEE
PHYSICAL COLLOCATION

*** Rates are interim and are subject to true-up.**

<u>USOC</u>	<u>Rate Element Description</u>	<u>Unit</u>	<u>Recurring Rate (RC)</u>	<u>Non-Recurring Rate (NRC)</u>
PE1BA	Application Fee	Per request	NA	\$3,850.00
PE1CA	Subsequent Application Fee*	Per request	NA	\$1,600.00 Minimum
	Space Preparation Fee Firm Order Processing* Central Office Modifications* Common Systems Modifications – Cageless* Common Systems Modifications – Caged*	Per sq. ft. Per sq. ft. Per cage	\$2.58 \$2.96 \$100.66	\$1,211.00
PE1BW PE1CW	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh Welded Wire-mesh	Per first 100 sq. ft. Per add'l 50 sq. ft.	\$190.79 \$19.38	NA NA
PE1PJ	Floor Space	Per sq. ft.	\$7.50	NA
PE1BD	Cable Installation	Per cable	NA	\$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	\$13.35	NA
PE1PL PE1FB PE1FD PE1FE PE1FG	Power -48V DC Power 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277 AC Power three phase*	Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp	\$8.86 \$5.50 \$11.00 \$16.50 \$38.20	ICB ICB ICB ICB
PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4	Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber* 4-fiber*	Per cross connect	\$0.30 \$0.50 \$8.00 \$72.00 \$15.64 \$28.11	First/Add'l \$19.20/\$19.20 \$19.20/\$19.20 \$155.00/\$27.00 \$155.00/\$27.00 \$41.56/\$29.82 \$50.53/\$38.78

TENNESSEE (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
<u>PE1ES</u>	<u>Co-Carrier Cross-Connect*</u>			
<u>PE1DS</u>	<u>Fiber Cable Support Structure</u>	<u>Per linear ft.</u>	<u>\$.003</u>	<u>\$540.00</u>
	<u>Copper or Coaxial Cable Support Structure</u>	<u>Per linear ft.</u>	<u>\$.004</u>	<u>\$540.00</u>
<u>PE1AX</u>	<u>Security Access System Security System</u>	<u>Per premises</u>	<u>\$52.00</u>	
<u>PE1AA</u>	<u>New Access Card Activation</u>	<u>Per card</u>		<u>\$55.00</u>
	<u>Administrative change, existing card</u>	<u>Per card</u>		<u>\$35.00</u>
<u>PE1AR</u>	<u>Replace lost or stolen card</u>	<u>Per card</u>		<u>\$250.00</u>
<u>PE1SR</u>	<u>Space Availability Report*</u>	<u>Per premises requested</u>		<u>\$550.00</u>
<u>PE1PE</u>	<u>POT Bay Arrangements</u>	<u>Per cross-connect</u>		
	<u>Prior to 6/1/99 [DISAGREE]</u>			
<u>PE1PF</u>	<u>2-Wire Cross-Connect</u>		<u>\$0.40</u>	<u>NA</u>
<u>PE1PG</u>	<u>4-Wire Cross-Connect</u>		<u>\$1.20</u>	<u>NA</u>
<u>PE1PH</u>	<u>DS1 Cross-Connect</u>		<u>\$1.20</u>	<u>NA</u>
<u>PE1B2</u>	<u>DS3 Cross-Connect</u>		<u>\$8.00</u>	<u>NA</u>
<u>PE1B4</u>	<u>2 Fiber Cross-Connect*</u>		<u>\$38.79</u>	<u>NA</u>
	<u>4 Fiber Cross-Connect*</u>		<u>\$52.31</u>	<u>NA</u>
<u>PE1BT</u>	<u>Security Escort</u>	<u>Per half hr./Add'l half hr.</u>		
<u>PE1OT</u>	<u>Basic Time</u>		<u>NA</u>	<u>\$41.00/\$25.00</u>
<u>PE1PT</u>	<u>Overtime</u>		<u>NA</u>	<u>\$48.00/\$30.00</u>
	<u>Premium Time</u>		<u>NA</u>	<u>\$55.00/\$35.00</u>
<u>AEH</u>	<u>Additional Engineering Fee</u>	<u>Per request, first half hr/add'l half hr.</u>		<u>First Add'l Basic Time</u>
				<u>\$31.00/\$22.00</u>
				<u>Overtime</u>
				<u>\$37.00/\$26.00</u>

N/A refers to rate elements which do not have a negotiated rate.

EXHIBIT B

Page 1 of 4

**ENVIRONMENTAL AND SAFETY
PRINCIPLES****EXHIBIT B OPEN**

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 **Compliance with Applicable Law.** BellSouth and Sprint agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.
- 1.2 **Notice.** BellSouth and Sprint shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each party is required to provide specific notice for known potential Imminent Danger conditions. Sprint should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 **Practices/Procedures.** BellSouth may make available additional environmental control procedures for Sprint to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. Sprint will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.
- 1.4 **Environmental and Safety Inspections.** BellSouth reserves the right to inspect the Sprint space with proper notification. BellSouth reserves the right to stop any Sprint work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by Sprint are owned by Sprint. Sprint will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Sprint or different hazardous materials used by Sprint at BellSouth Facility. Sprint must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility. OPEN - PARTIES TO DISCUSS FURTHER

EXHIBIT B

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Sprint to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Sprint will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Sprint will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Sprint must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, Sprint agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Sprint further agrees to cooperate with BellSouth to ensure that Sprint's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Sprint, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

EXHIBIT B**2. Categories for Consideration of Environmental Issues (cont.)**

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste Other maintenance work	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147 29CFR 1910 Subpart O
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local	P&SM Manager - Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3

	regulations All HazMat & Waste Asbestos notification protection of BST employees and equipment	BSP 010-170-001BS (Hazcom)
Manhole cleaning	Pollution liability insurance Manhole entry requirements EVET approval of contractor	Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

EXHIBIT B**3. DEFINITIONS**

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

MICROWAVE COLLOCATION

Where technically feasible, BellSouth will provide for physical collocation of Sprint's microwave equipment on the roofs of BellSouth's Central Office Buildings. Such equipment will be limited to that necessary for interconnection of Sprint's network facilities to BellSouth's network or access to BellSouth's unbundled network elements.

Microwave Collocation includes placement of supporting masts, non-penetrating roof mounts ("NPRM"), penetrating pipe stands, parapet mounts, and microwave antenna(e) on the roof top or other suitable exterior spaces of BellSouth's Central Offices and does not include the construction of towers. Sprint may, upon request, place a Global Positioning System (GPS) antenna and cabling on the roof pursuant to Section 12 of this Attachment A.

The Parties will work together to determine the preferable type of antenna mount reasonably considering such factors as permitting requirements, roof maintenance issues and any other relevant factors. If applicable, BellSouth will provide a copy of the original FAA air space studies on the requested building including the FAA license application. In the event an FAA air space study does not exist, Sprint may file an FAA air space study on the building where the microwave arrangement is being requested. BellSouth shall have final approval of the type of antenna mount. The Parties agree that the elements listed below reflect requirements for Microwave Collocation, which shall be provided in accordance with the rates, terms and conditions set forth below. The Parties acknowledge that Microwave Collocation requires unobstructed line-of-sight. Unobstructed line-of-sight will be provided by BellSouth where technically feasible but is not guaranteed to be available. Sprint accepts the responsibility of determining unobstructed line-of-sight at any location where Sprint applies for Microwave Collocation.

1. PROVISIONING PROCESS AND FEES

A. Initial Site Visit

Sprint will provide a Site Visit Request to BellSouth, in writing, setting forth the names of the BellSouth Central Office Buildings(s) Sprint wishes to visit for potential Microwave Collocation. Such site visit consists of Sprint representatives and appropriate BellSouth personnel visiting a BellSouth Central Office building for the purpose of determining whether an unobstructed line-of-sight is technically feasible. Sprint will be responsible for making an unobstructed line-of-sight determination. Such Site Visit does not obligate Sprint to request, or BellSouth to provide, Microwave Collocation on the site. The site visit will take place within fifteen (15) business days of receipt by BellSouth of Sprint's Site Visit Request or as soon thereafter as can be scheduled by the Parties.

Sprint will submit a Site Visit Request Fee as specified in Exhibit B, and will pay for the reasonable cost BellSouth incurs for travel, if necessary which BellSouth shall provide Sprint advance notice of, for each site requested with each Site Visit not to exceed two hours. Charges for site visits that take longer than two (2) hours will be charged by BellSouth to Sprint at BellSouth's loaded labor rates on a per hour basis in addition to the Site Visit Request Fee. BellSouth will make every effort possible to use resources near the requested location to minimize travel required. If BellSouth determines that airline travel is required, BellSouth will contact Sprint in an effort to discuss possible alternatives.

B. Microwave Collocation Application

This provision shall coincide with provisions under Section 6 and 7 of the collocation agreement.

BellSouth will respond to Microwave Collocation Application(s) pursuant to Section 6 of this Agreement.

Sprint shall submit the Application and Inquiry document and appropriate collocation application fee pursuant to BellSouth's FCC #1, Section 20 tariff (for virtual) or Section 7 of this Agreement, in addition to a Microwave Collocation Attachment for each central office building where Sprint seeks Microwave Collocation. This application and fees will apply both to space on the roof as well as space inside the BellSouth central office.

Sprint shall provide BellSouth with the following data on the application to the extent available recognizing that certain information may change depending on the final determination of the location providing line of sight:

- Type of antenna mount (pipe, NPRM)
- Type of equipment to be collocated within Sprint's case (vendor, capacity)
- Line of sight requirements (Azimuth)
- Relevant information includes: Station Name, Call Sign, Latitude and Longitude in NAD 83, Primary Antenna Type, Equipment Type, Equipment Emission, Power (dBm/Watts), Receive Level (dBm), EIRP (dBm/Watts), Transmit Frequency (MHz)
- WEIGHT AND CONFIGURATION
- Other relevant information as identified at the INITIAL site visit.

Roof Inspection: BellSouth may require a roof inspection at any site where Sprint requests Microwave Collocation. Sprint will bear the reasonable cost of the inspection including reasonable travel cost if any. BellSouth intends to use an independent contractor which may be accompanied by BellSouth personnel. The roof inspection fee shall be assessed on an individual case basis unless negotiated as a flat rate by the Parties. Such Roof Inspection does not obligate BellSouth to provide Microwave Collocation on the site.

If BellSouth concludes that rooftop/exterior space which provides Sprint with unobstructed line-of-sight does not appear to be technically feasible, BellSouth will provide Sprint a written explanation of such technical infeasibility within thirty (30) business days of BellSouth's receipt of the collocation application including those cases where BellSouth's known business plans provide for or include an addition to the building which would impact the line of sight. This explanation will be included in the response to Sprint's application.

Escorted access to the roof will be provided as necessary by BellSouth pursuant to sub-Section 7.6 of this Agreement.

BellSouth or its designated subcontractors shall perform all necessary work associated with the Microwave Collocation arrangement involving power and building modifications unless otherwise agreed to by the Parties. All work performed shall be done by a BellSouth certified vendor as referenced in provision 6.5 in the Collocation Agreement unless the Parties agree that another certified vendor will be used. The Parties acknowledge that Sprint may become a certified vendor.

If rooftop/exterior space is available BellSouth shall provide Sprint an estimate for such microwave collocation as described more fully in provision 1.C at the same time BellSouth provides its interior collocation space quote.

C. Preparation of Estimate / Application Response

Within thirty (30) business days of receiving from Sprint a single complete and accurate Application and Inquiry document, BellSouth will provide, as more fully described below, an estimate including an estimate for the Monthly Recurring Charges pursuant to the rates and terms set forth in BellSouth's FCC #1, Section 20 tariff for virtual collocation, or in Exhibit A of this Agreement.

The estimate shall reflect the specifications submitted by Sprint and may change based on the actual field conditions encountered during construction.

(2) Estimate:

- (a) The Estimate /Application Response shall set forth separate estimated charges for the following work related to the installation of the Microwave Antenna Arrangement.

(i) **Architectural Plan and Structural Review:**

This shall be the reasonable sum of hourly charges of BellSouth Architects or its contractors necessary to review the plans for the Microwave Collocation Arrangement. This will include applicable consulting charges and fees for reviewing permitting material and/or assisting Sprint in the permitting process to the extent required.

(ii) **Permitting Review:**

This shall be the sum of the hourly charges of BellSouth Property and Services Management and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting Sprint in the permitting process. BellSouth shall have final approval authority on all proposed conditions, (which shall not be unreasonably withheld) imposed by relevant jurisdictions and BellSouth shall have the right to be represented at all hearings in connection with governmental approvals.

(iii) **Exterior (and Related Interior) Building Modification Work:**

BellSouth will include a quote for BellSouth to perform coring within the Central Office, roof strengthening or any other exterior or related interior building modification that may be required.

(iv) **Supervision of General Contractor:**

This shall be the reasonable sum of the hourly charges, if necessary, of any BellSouth Property and Services Management personnel, Consultants, or Project Managers who monitor the Microwave Antenna Support Structure installation performed by Sprint's contractor. The level of BellSouth's personnel or consultants shall be commensurate with the requirements for supervising the project and monitoring construction.

(v) **Special Security Construction:**

If BellSouth demonstrates that new secure access to the Microwave Collocation location is reasonably necessary, the costs associated with the construction of such access shall be described on a separate schedule to be provided by BellSouth to Sprint.

(b) **Recurring Charges**

These consist of:

(i) **Monthly Recurring Roof-Top Space Rental Fee:**

The Monthly Recurring Roof-Top Space Rental Fee shall be on a per square foot basis with a minimum of 12 square feet per microwave arrangement as set forth in this Attachment in ExhibitB. Sprint is limited building and structural support constraints for determining the number of antenna(e) which can be placed on a roof mount, pipe stand, or parapet mount. The diameter of the microwave antenna(e) will be subject to a height limitation of twenty (20) feet above the building or point of attachment, subject to line-of-sight, safety, and structural engineering guidelines, (e.g., weight, wind load). Such equipment will be subject to a structural analysis to be performed by a BellSouth Certified Structural Engineer at Sprint's sole expense, to ensure that the equipment does not overload the building structure. If any structural reinforcement is required in order to accommodate the placement of the requested diameter and height of such microwave antennae, Sprint will not be allowed to place such microwave antenna(e). Sprint agrees that the height of the structure will be no greater than the minimum required to accommodate line of sight requirements. At no time shall an antenna (e) be directed across open roof space without approval of BellSouth which shall not be unreasonably withheld.

The billing for the Rooftop Space Rental Fee shall begin the date the interior and rooftop space preparation activities are complete and the space is made available to Sprint, or the date Sprint first begins the Rooftop microwave equipment installation, whichever is sooner. BellSouth will work with Sprint to avoid unreasonable time differences between the completion of rooftop space preparation and interior collocation space construction.

All estimates shall be valid for thirty (30) days from issuance, and Sprint shall accept, reject or request changes within such time period, unless an extension is requested in writing by Sprint and agreed to by BellSouth. Such extension will not exceed thirty (30) days unless otherwise agreed to by the parties. To accept an estimate, Sprint shall so state in writing and shall pay BellSouth 50% of the total estimated charges ("Initial Payment") with the balance of the actual charges due upon completion of the Microwave Collocation area and any necessary supporting electrical or building modification work. Payment requirements will be commensurate with provision 7.1 of the collocation agreement.

D. Pre-Design Meeting

Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and Sprint will commence within a maximum of 15 business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Microwave Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to Sprint during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting. This will be the same meeting that takes place for the interior collocation arrangement.

E. Equipment and Testing:

Sprint shall be responsible for providing, at its sole expense, the antenna (e), coaxial cable, brackets, connectors, support structure, grounding and bonding materials, and weather-proofing materials for such support structure or antenna (e) required for the Microwave Collocation. Sprint shall also be solely responsible for final adjustments (e.g., pointing) of the antenna (e).

F. Use Permits:

Sprint shall be responsible for obtaining all relevant Use Permits (Ups) and shall bear all costs and fees. Sprint shall regularly apprise BellSouth of the status of such permitting and consult with BellSouth as reasonably necessary.

2. NO PROPERTY RIGHT CONFERRED

Notwithstanding anything contained herein to the contrary, Microwave Collocation shall not confer or be deemed to confer any property interest or right in BellSouth's property, and Sprint hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of BellSouth's property solely for the purposes set forth herein. A limit of two (2) Sprint Microwave Collocation arrangements per Central Office will be permitted unless otherwise agreed to by the Parties.

Title to Sprint's Microwave Collocation equipment shall remain in Sprint as the property of Sprint and shall not become fixtures to BellSouth's property.

3. RESPONSIBILITY OF THE PARTIES

- A. Sprint shall obtain and BellSouth will provide assistance as necessary to obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from the governmental agencies with jurisdiction, including without limitation, use permits and buildings permits. FCC licenses and FAA approval, if required, to operate and maintain Sprint's facilities during the Term of this Agreement.
- B. Sprint
- C. Where BellSouth performs any of the work pursuant to the quotes set forth in 1.C.(2)(a), BellSouth shall select the architect, engineers, surveyors, contractors, suppliers, consultants and subcontractors which may be necessary to develop plans, furnish materials and equipment, and perform construction work. BellSouth shall manage all such work in accordance with the plans and specifications approved by the Parties, all applicable laws, codes and regulations, and shall require that all contractors perform their work in a good workmanlike manner. BellSouth shall require that all BellSouth Contractors include Sprint as an ADDITIONAL INSURED to any policies of insurance maintained by the Contractor for purposes of the work, and shall indemnify Sprint from losses, costs and expenses incurred as a result of contractor's work. Sprint hereby acknowledges and agrees that BellSouth shall not be liable for the work performed, material, supplies, or work products furnished by any contractor, and that Sprint shall look solely to the contractor and any warranties, indemnification or insurance furnished by such Contractor, waiving and releasing BellSouth from any claim or liability therefrom except to the extent of the negligence or willful misconduct of BellSouth in the performance of its project management activities.

~~B-~~ D. Notwithstanding any other provision of this Attachment, Sprint hereby acknowledges that BellSouth may have existing wireless communications facilities of its own or of other tenants or licensees on or at BellSouth's Central Office, and/or BellSouth may desire from time to time throughout the term of this Agreement to enter into agreements with other wireless communications providers for the installation, operation and maintenance of communications facilities on or at BellSouth's Property ("Other Wireless Carriers"). Sprint shall cooperate with BellSouth and all Other Wireless Carriers so as to reasonably accommodate the needs and requirements of such Other Wireless Carriers with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to BellSouth's property, including utility connections and access. Subject to ownership of any exclusive frequency rights, Sprint's facilities shall not physically, electronically, or inductively interfere with the existing BellSouth or other customers' or tenants' existing facilities. Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state, and/or local regulations governing the safe levels of RF radiation. The foregoing obligations shall apply equally to all Other Wireless Carriers.

In the event Sprint desires to relocate any of its then-existing Microwave Collocation facilities to a different place on the relevant BellSouth Central Office rooftop, Sprint shall submit a new application with fee to BellSouth specifying the new location Sprint proposes to occupy. If the relocation does not require BellSouth to expend capital, then a Subsequent Application fee will apply as covered in Exhibit A.

BellSouth shall, within thirty (30) business days of receipt of a complete application, approve such relocation or describe, in writing, why such relocation is not technically feasible.

F. Sprint's Insurance Obligations

Pursuant to Section 8 of the Collocation Agreement

- G. At its sole cost and expense, Sprint shall maintain Sprint's Microwave equipment, including without limitation, all necessary repairs, replacements and restorations. In addition, Sprint shall keep its Microwave Collocation space in a good, neat, sanitary and workmanlike condition. If Sprint shall fail to keep its Microwave Collocation space in such workmanlike condition after ten (10) days written notice from BellSouth, BellSouth shall have the right but not the obligation to clean up the space on Sprint's behalf. In such event, Sprint shall be liable to BellSouth for the reasonable and demonstrable cost of such work.

4. SECURE ACCESS

Pursuant to Section 11 of the Collocation Agreement

5 CABLE PROVISIONING

Sprint is responsible for providing, running, and maintaining the cable from the radio frequency (RF) equipment to the collocation cage through the use of a BellSouth Certified Vendor. The Parties will discuss the proposed point of entrance in an attempt to mutually agree upon a point of entrance provided, however, that it will be in BellSouth's final discretion to designate the point of entrance of the cable from the roof into the BellSouth Central Office building. BellSouth will be responsible for providing any necessary cable support structure at a rate indicated in Exhibit B. A BellSouth consultant must approve how the cable will be run.

6. LINE OF SIGHT

BellSouth will manage roof space on a first-come /first-served basis. BellSouth will work cooperatively with Sprint in determining suitable space for Sprint equipment. Once the parties mutually determine an initial location which provides for line of sight pursuant to 1c) above, Sprint is guaranteed a clear line of sight from the antenna mount and the edge of BellSouth's roof line. If BellSouth requires a building enhancement modification or through the placement of additional equipment obstructs Sprint's existing line of sight, BellSouth will work with Sprint to move the antenna mount or raise the height of the antenna mount for a clear line of sight prior to the obstruction occurring. The costs of this modification will be borne by BellSouth.

If a third party elects to place equipment on the roof that obstructs an existing line of sight, the third party application will be denied unless all three parties mutually agree to move an existing arrangement to allow for a clear line of sight. The costs of this application will be borne by the third party.

7. ANTENNA MODIFICATIONS

Sprint is limited to building and structural support constraints for determining the number of antenna(e) which can be placed on a roof mount, pipe stand, or parapet mount. Sprint must submit an application with a fee before adding additional equipment to the microwave collocation space or to move equipment outside of designated space. Sprint may not construct improvements or make Major Alterations to its rooftop space or microwave transmission facilities without prior written approval from BellSouth, which will not be unreasonably withheld. BellSouth shall respond to any single request (application) within thirty (30) business days. "Major Alterations" shall include but not be limited to: (i) additional construction by Sprint of support equipment within its rooftop space, (ii) any modification to the rooftop space. "Major Alterations" shall not include (i) replacement of mounted equipment with like-sized and weight or smaller mounted equipment or similar functionality, (ii) routine repairs and maintenance to such microwave transmission facilities. Additional equipment or movement of existing equipment will require a new application and application fee. Anything outside of normal maintenance may require a subsequent application fee as indicated in Exhibit A of the Collocation Agreement.

8. USE OF ANTENNA SPACE ON OTHER BELL SOUTH TOWERS

Requirements for antenna space on existing towers that are not part of a BellSouth central office will be handled through BellSouth's Master Licensing Process.

9. EQUIPMENT REMOVAL

If, at any time, BellSouth reasonably determines that any of Sprint's facilities or equipment or the installation of Sprint's facilities or equipment does not meet the requirements outlined in this Agreement, Sprint will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to render it compliant. The removal of equipment must be done by a BellSouth Certified Vendor unless the Parties agree that another certified vendor can be used. If Sprint fails to correct any non-compliance with these standards or fails to demonstrate that the equipment is compliant within thirty (30) days' written notice to Sprint, BellSouth may have the facilities or equipment removed or the condition corrected at Sprint's expense. Removal of Microwave Collocation equipment shall be pursuant to provision 4.3 in the Collocation Agreement.

10. NATURE OF USE

Sprint equipment must comply with BellCore Network Equipment Building System (NEBS) Requirements, Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (TR-NWT-001089), and FCC OET Bulletin 65 dated 08/97. Requirements of provision 5.1 of the Collocation Agreement also apply. The operation of Sprint's microwave equipment shall comply with all applicable federal and state RF guidelines.

11. POWER REQUIREMENTS FOR MICROWAVE ARRANGEMENT

BellSouth will not provide power or environmental support to the roof space. If BellSouth agrees in response to a specific request by Sprint to provide power or environmental support to the roof space, Sprint will bear all associated costs as specified by BellSouth to provide such services. In such case requirements set forth in provision 7.5 of the Collocation Agreement will apply.

12. GROUNDING AND BONDING

Sprint at its expense will insure that any microwave equipment or Global Positioning System equipment placed on the rooftop collocation space or in the building shall be grounded and bonded according to BellSouth standards which shall be at a minimum consistent with industry standards. BellSouth agrees to provide its best efforts to approve the standard grounding runs placed in the building and that grounding and bonding requirements shall be applied at parity to itself and other interconnectors for similar types of equipment.

13. COLLOCATION AGREEMENT PROVISIONS

Any provision provided specifically herein shall be in addition to applicable provisions in the Collocation Agreement.

MICROWAVE COLLOCATION RATE ELEMENT DEFINITIONS AND CONDITIONS

Non-recurring charges - Relating to Microwave Roof Equipment

1) **Microwave Preparation Fees**

Architectural Plan and Structural Review
Permitting Review
Exterior and Related Interior Building Modification Work
General Contractor Supervision
Special Security Construction

2) **Coring/Cable Support Structure**

Electrical and Building modification work for coring
Weather Proofing
Cable Support Structure

3) **Roof Preparation (if applicable)**

Engineering Study (To develop roof preparation alternatives/costs)

4) **Escort - charge for access to roof**

Charge for access to Roof

5) **Roof Penetration (if required)**

Recurring charges - Relating to Microwave Roof Equipment

1) **Roof Space Lease Charge**

Monthly rate for leasing rooftop or other suitable exterior space on BellSouth CO on a per square foot basis.

[OPEN SUBJECT TO Sprint REVIEW]
MICROWAVE COLLOCATION RATES

Non-recurring charges*

1) Site Visit Request Fee (2 hours)	\$250.00 Per Site Visit for each CO
2) Microwave Prep fee	[ICB FOR EACH CO]
3) Coring/Cable Support Structure	[ICB FOR EACH CO]
4) Roof Preparation/Exterior Cable Support Structure	[ICB FOR EACH CO]
5) Microwave Installation	[ICB FOR EACH CO]
6) Additional Charges* **	[BASED ON ICB]

* With the exception of Additional Charges, all Non-recurring Charges shall be assessed on an interim basis subject to true up based on a BellSouth cost study to determine the appropriate cost for such activities.

** Additional costs for environmental conditioning (if applicable) will be developed and charged as an ICB. These charges include but are not limited to (to the extent applicable): exterior cable support structure; coring; and roof reinforcement. These costs along with the building Modification costs along with the building Modification costs will be pro-rated to Sprint pursuant to Section 6.8 of Attachment 4 of this Agreement, back to existing customers when new applicants are put into service, back to existing customers when new applicants are put into service.

Monthly recurring rates*

1) Roof space (per sq. ft.)**	\$ 5.50 (interim) [Please explain this interim rate and your plans for permanent rate development]
-------------------------------	--

* All Recurring rates shall be assessed on an interim basis subject to true up based on a BellSouth cost study to determine the appropriate cost for such activities.

** A minimum of 12 square feet is required per microwave arrangement. The final rate will be no less than \$4.95 and no greater than \$6.05

ATTACHMENT 4A

VIRTUAL COLLOCATION

OPEN – PENDING SPRINT LANGUAGE PROPOSAL

Section 1. Introduction

Virtual Collocation will be provided by BellSouth pursuant to the terms and conditions set forth in its FCC Tariff No. 1 unless otherwise specified in this Agreement. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, Sprint may purchase 2-wire and 4-wire cross-connects as set forth in Exhibit A of Attachment 4, and Sprint may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1 of Attachment 4.

Section 2. Virtual Collocation[Sprint to propose language for this section]

BellSouth will use its best efforts to complete construction and provisioning of virtual collocation arrangements as soon as possible and within a maximum of 60 calendar days from receipt of a complete and accurate Bona Fide Firm Order.

**BellSouth Remote Site Collocation
Draft – For Negotiation Purposes**

Attachment____
Page 1

Remote Site Physical Collocation

**BellSouth Remote Site Collocation
Draft – For Negotiation Purposes**

Attachment____
Page 1

Remote Site Physical Collocation

BELLSOUTH
REMOTE SITE PHYSICAL COLLOCATION
ENTIRE ATTACHMENT IS OPEN

1. Scope of Attachment

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Sprint is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location pursuant to Section 4.
All the negotiated rates, terms and conditions set forth in this Attachment pertain to Remote Site Collocation and the provisioning of Remote Collocation Space.
- 1.2 Right to occupy. BellSouth shall offer to Sprint Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules and orders of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment, BellSouth hereby grants to Sprint a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by Sprint and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include any technically feasible location including but not limited to cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for other BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for Remote Site collocation at BellSouth remote locations other than those specified above. The size specified by Sprint may contemplate a request for space sufficient to accommodate Sprint's growth within a two year period.
- 1.3 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Agreement. Additionally, where BellSouth notifies Sprint that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon Sprint's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Sprint. Sprint agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Sprint. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment____
Page 3

rights to others as contemplated by this Agreement and BellSouth, despite its best efforts, is unable to secure such access and use rights for Sprint as above, Sprint shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Sprint in obtaining such permission.

1.4 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Remote Site Location. Sprint will be responsible for any justification of vacant space within its Remote Collocation Space, if such justification is required by the appropriate state commission.

1.5 Use of Space. Sprint shall use the Remote Collocation Space for the purposes of installing, maintaining and operating Sprint's equipment (to include testing and monitoring equipment) that is directly related to and thus necessary, required or indispensable for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, Sprint may connect to other interconnectors within the designated BellSouth Remote Site Location (including to its other virtual or physical collocated arrangements) through DS1 co-Carrier cross connect facilities where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross connection requested. Such co-carrier cross connect must be performed by a BellSouth Certified Supplier. The Remote Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

~~1.6~~ 1.6 Rates and charges. Sprint agrees to pay the rates and charges identified in Exhibit A attached hereto.

1.7 Compliance. The parties agree to comply with all applicable federal, state, county, local and administrative laws, orders, rules, ordinances, regulations, and codes in the performance of their obligations hereunder.

2. Space Notification

2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit Sprint to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless ~~BellSouth~~ the parties mutually has determined that there is no space available due to space limitations or that Remote Site collocation is not practical for technically reasons feasible. BellSouth will respond to an Application within ten (10) ~~business~~ calendar days as to whether space is available or not available within a BellSouth Remote Site Location. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment____
Page 4

Section 6.5.2 shall apply, or BellSouth may elect to deny space in accordance with this section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify Sprint of the amount of space that is available.

2.2 Reporting. Upon request from Sprint, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.2.1 The request from Sprint for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving central office. Such information regarding the CLLI code for the serving central offices located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4 and for the Remote Site Location may be obtained from Telecordia Technologies.

~~2.2.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify Sprint and inform Sprint of the time frame under which it can respond.~~

BellSouth will respond to a request regarding space availability for a particular BellSouth Premise in accordance with the following intervals from receipt of such request. BellSouth will respond in ten (10) calendar days to requests for space availability in the top 100 MSAs. For those requests that do not fall within the top 100 MSAs, BellSouth will respond in ten (10) calendar days to such a request when the request includes up to and including ten (10) BellSouth Premises locations within the same State. BellSouth will respond within fifteen (15) calendar days to the request for the eleventh to fifteenth locations within the same State. BellSouth will respond within twenty (20) calendar days to the request for the sixteenth to twentieth locations within the same State. When Sprint requests greater than twenty (20) locations within a State, BellSouth's time for response will increase in a similar five calendar day intervals for the additional five locations requested (e.g. twenty-five (25) days for twenty-first to twenty-fifth locations; thirty (30) days for twenty-sixth to thirtieth locations, etc.)

2.3 Denial of Application. After notifying Sprint that BellSouth has no available space in the requested Remote Site Location ("Denial of Application"), BellSouth will allow

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment _____

Page 5

Sprint, upon request, to tour the Remote Site Location within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) business days of the Denial of Application.

2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6) in accordance with applicable Commission requirements. However, in the absence of any Commission requirement Bell South will file a petition for waiver within 30 days after the date of denial of application.

~~2.5~~ 2.5 — Waiting List. ~~On a first come, first served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. Sprint must submit an updated, complete, and correct Application to BellSouth within 30 business days or notify BellSouth in writing that Sprint wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If Sprint does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove Sprint from the waiting list. Upon request, BellSouth will advise Sprint as to its position on the list.~~

On a first come first served basis, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of intent to collocate. Upon request, BellSouth will advise Sprint as to its position on the list.

Space may become available either through the withdrawal of (or intent to withdraw) a petition for waiver previously filed with the state commission, the completion of a building addition, re-assessment of current use of premises space, or removal of unused and obsolete equipment. As new space becomes available, BellSouth will identify the quantity of space available and the type or types of physical collocation that can be accommodated in that space. BellSouth will simultaneously notify the CLECs on said waiting list of the amount and type of collocation space that has become available within 5 business days of when space becomes available. [Would like to discuss timeframes for CLECs to respond and for BST to process applications.]

Priority of Space Assignment for Space Exhausted Premises.

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment____
Page 6

If a CLEC that has been denied space in a BellSouth Premises chooses not to challenge Bellsouth on space availability in that Premises, and Sprint has also been denied space in that premises and later challenges Bellsouth on space availability Sprint will be given priority for space assignment if space is found available. Additional space would then be provided to other CLEC's based on their respective position on said waiting list.

2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) businesscalendar days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

2.7 State Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section applicable to Sprint, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all Applications submitted for the first time after the effective date thereof for that jurisdiction.

3. Collocation Options

~~3.1 Compliance. The parties agree to comply with all applicable federal, state, county, local and administrative laws, orders, rules, ordinances, regulations, and codes in the performance of their obligations hereunder.~~

3.2 Cageless. BellSouth shall allow Sprint to collocate Sprint's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Sprint to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments pursuant to Section 6. For equipment requiring special technical considerations, Sprint must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.8 following. Subject to space availability and technical feasibility, at Sprint's option, Sprint may enclose its equipment.

3.3 Shared (Subleased) Collocation. Sprint may allow other telecommunications carriers to share Sprint's Remote Site collocation arrangement pursuant to terms and conditions agreed to by Sprint ("Host") and other telecommunications carriers

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment____
Page 7

("Guests") and pursuant to this section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. Sprint shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) business days of its execution unless as otherwise agreed to, and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Sprint that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and Sprint.

3.3.1 Sprint shall be the sole interface and responsible Party to BellSouth for the purpose of submitting Applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Exhibit A. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

3.3.2 Sprint shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Sprint's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation. BellSouth will provide approval for adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") where space within the Remote Site Location is legitimately exhausted, subject to technical feasibility, ~~where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property and where permitted by zoning and other applicable state and local regulations.~~ The Remote Site Adjacent Arrangement shall be constructed or procured by Sprint and in conformance with ~~BellSouth's design and construction~~ accepted industry specifications. Further, Sprint shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Remote Site Adjacent Arrangement.

3.4.1 Should Sprint elect such an option, Sprint must arrange with a BellSouth Certified Contractor to construct a Remote Site Adjacent Arrangement structure in

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment____
Page 8

accordance with accepted industry BellSouth's guidelines and specifications or such more stringent requirements pursuant to section 1. BellSouth will provide guidelines and specifications upon request. ~~Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Sprint and Sprint's BellSouth Certified Contractor must comply with local building code requirements. Sprint's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Sprint's BellSouth Certified Contractor shall bill Sprint directly for all work performed for Sprint pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. Sprint must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Sprint's locked enclosure prior to notifying Sprint.~~

3.4.2 BellSouth maintains the right to review Sprint's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s), however, such review shall not impose any delay to Sprint's deployment schedule. BellSouth may inspect the Remote Site Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications, however, such inspection shall not impose any delay to Sprint's deployment schedule. ~~BellSouth may require Sprint, at Sprint's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Remote Site Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.~~

3.4.3 Sprint shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At Sprint's option, ~~and where the local authority having jurisdiction permits,~~ BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. Sprint's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

3.4.4 ~~3.4.4~~ BellSouth shall allow Shared (Subleased) Caged Collocation within an Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 preceding.

3.4.5 Virtual Collocation will be provided by BellSouth pursuant to the terms and conditions set forth in its FCC Tariff No. 1 unless otherwise specified in this Agreement. For the interconnection to BellSouth's network and

access to BellSouth unbundled network elements, Sprint may purchase 2-wire and 4-wire cross-connects and Sprint may place within its Virtual Collocation arrangements the telecommunications equipment.

4. Occupancy

4.1 Commencement Date. The “Commencement Date” shall be the day Sprint’s equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify Sprint in writing that the Remote Collocation Space is ready for occupancy. Sprint must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth’s network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, Sprint’s telecommunications equipment will be deemed operational when connected to BellSouth’s network for the purpose of service provision.

4.3 Termination. Except where otherwise agreed to by the Parties, Sprint may terminate occupancy in a particular Remote Collocation Space upon thirty (30) business days prior written notice to BellSouth. Upon termination of such occupancy, Sprint at its expense shall remove its equipment and other property from the Remote Collocation Space. Sprint shall have thirty (30) business days from the termination date or such other period as agreed to by the parties to complete such removal, including the removal of all equipment and facilities of Sprint’s Guests; provided, however, that Sprint shall continue payment of monthly fees to BellSouth until such date as Sprint has fully vacated the Remote Collocation Space. Should Sprint or Sprint’s Guest fail to vacate the Remote Collocation Space within thirty (30) business days from the termination date, BellSouth shall have the right to remove the equipment and other property of Sprint or Sprint’s Guest at Sprint’s expense and with no liability for damage or injury to Sprint or Sprint’s Guest’s property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy with respect to a Remote Collocation Space, Sprint shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the Sprint except for ordinary wear and tear unless otherwise agreed to by the Parties. Sprint shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of a Remote Site Adjacent Arrangement at the termination of occupancy and restoring the grounds to their original condition, unless Sprint at its own sole discretion subleases or otherwise conveys such enclosure.

5. Use of Remote Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment that is directly related to and thus necessary, required or indispensable for interconnection

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment____
Page 10

to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the ground that the equipment fails to comply with NEBS performance standards. If BellSouth denies collocation of Sprint's equipment, citing safety standards, BellSouth must provide to Sprint within five business days of the denial a list of all equipment that BellSouth locates within the premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that BellSouth contends Sprint's equipment fails to meet????????????

5.1.2 Sprint shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.

5.1.3 Sprint shall place a plaque or other identification affixed to Sprint's equipment necessary to identify Sprint's equipment, including a list of emergency contacts with telephone numbers.

5.1.4 All Sprint equipment installation shall comply with BellSouth TR 73503-11, Section 8, "Grounding - Engineering Procedures." Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the remote collocation site. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.

5.2 Entrance Facilities. Sprint may elect to place Sprint-owned or Sprint-leased entrance facilities into the Remote Collocation Space from Sprint's point of presence. The Parties will discuss the proposed point of entrance in an attempt to mutually agree upon a point of entrance provided, however, that it will be in BellSouth final discretion to -BellSouth will designate the point of interconnection entrance at the Remote Site Location housing the Remote

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment____
Page 11

Collocation Space which is physically accessible by both Parties. Sprint will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. Sprint must contact BellSouth for instructions prior to placing the entrance facility cable. Sprint is responsible for maintenance of the entrance facilities.

5.2.1 Shared Use. Sprint may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another Sprint collocation arrangement within the same BellSouth Remote Site Location.

5.2 ~~5.3~~ Demarcation Point. ~~BellSouth~~ Unless otherwise requested by Sprint, Sprint will designate the point(s) of demarcation between Sprint's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Sprint or its agent must perform all required maintenance to Sprint equipment/facilities on its side of the demarcation point, pursuant to Section 5.8, following

5.4 Sprint's Equipment and Facilities. Sprint, or if required by this Attachment, Sprint's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Sprint.

5.5 BellSouth's Access to Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications

5.6 Access. Pursuant to Section 11, Sprint shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Sprint agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of Sprint or Sprint's Guests provided with access keys ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. Sprint agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Sprint employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Sprint or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.

5.7 Lost or Stolen Access Keys. Sprint shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations as a result of a lost Access Key(s) or for failure to

return an Access Key(s), Sprint shall pay for all reasonable costs associated with the re-keying.

5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Remote Collocation Space shall not significantly degrade, interfere with or impair service provided by BellSouth or by any other interconnector located in the Remote Site Location; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Remote Collocation Space, or the Remote Site Location; shall not compromise the privacy of any communications carried in, from, or through the Remote Site Location; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Sprint violates the provisions of this paragraph, BellSouth shall give written notice to Sprint, which notice shall direct Sprint to cure the violation within forty-eight (48) hours of Sprint's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Sprint fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or other interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Sprint's equipment. BellSouth will endeavor, but is not required, to provide notice to Sprint prior to taking such action and shall have no liability to Sprint for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct. For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Sprint fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Sprint or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Sprint shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for

deployment under 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.9 Presence of Facilities. Facilities and equipment placed by Sprint in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain its status as personality and may be removed by Sprint at any time. Any damage caused to the Remote Collocation Space by Sprint's employees, agents or representatives shall be promptly repaired by Sprint at its expense.

5.10 Alterations. In no case shall Sprint or any person acting on behalf of Sprint make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Sprint. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require an Application Fee, pursuant to sub-section 6.2.2.

5.11 Upkeep of Remote Collocation Space. Sprint shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Sprint shall be responsible for removing any Sprint debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

6. Ordering and Preparation of Remote Collocation Space

6.1 State or Federal Regulatory agency impose procedures or intervals. Should any state or federal regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section applicable to Sprint, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all applications submitted for the first time after the effective date thereof for that jurisdiction.

6.2 Application for Space. Sprint shall submit a Remote Site Collocation Application when Sprint or Sprint's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Remote Collocation Space.

6.2.1 Initial Application. For Sprint or Sprint's Guest(s) equipment placement, Sprint shall submit to BellSouth an Application. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Sprint's Remote Collocation Space(s).

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment____
Page 14

6.2.2 Application Fee. BellSouth will assess an Application Fee on a service order which shall be issued at the time BellSouth responds that space is available pursuant to Section 2.1. Payment of the Application Fee is due within 20 days of the actual billing date and is non-refundable.

6.3 Application Response. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond ~~within ten (10) business days of receipt of an Application stating whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) business days of receipt of a Bona Fide Application. The Application Response will include the configuration of the space and an estimate of the interval to provide the Remote Collocation Space, as described in Section 6.5. When multiple applications are submitted within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications 1-5; within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation, to a request regarding application stating whether the Application is complete and accurate (Bona Fide), and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide in accordance with the following intervals from receipt of such request. BellSouth will respond in ten (10) calendar days to requests for space availability in the top 100 MSAs. For those requests that do not fall within the top 100 MSAs, BellSouth will respond in ten (10) calendar days to such a request when the request includes up to and including ten (10) BellSouth Premises locations within the same State. BellSouth will respond within fifteen (15) calendar days to the request for the eleventh to fifteenth locations within the same State. BellSouth will respond within twenty (20) calendar days to the request for the sixteenth to twentieth locations within the same State. When Sprint requests greater than twenty (20) locations within a State, BellSouth's time for response will increase in a similar five calendar day intervals for the additional five locations requested (e.g. twenty-five (25) days for twenty-first to twenty-fifth locations; thirty (30) days for twenty-sixth to thirtieth locations, etc.).~~

6.4 Bona Fide Firm Order. Sprint shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location in accordance with the Application and Response Application by submitting a Bona Fide Firm Order to BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) business days after BellSouth's Application Response to Sprint's Bona Fide Application.

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment____
Page 15

6.4.1 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Sprint's Bona Fide Firm Order with a firm order confirmation containing the firm order date within seven (7) calendar five (5) business days of receipt indicating that the Bona Fide Firm Order has been received. ~~A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.~~

6.4.2 BellSouth will permit one accompanied site visit to Sprint's designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to Sprint.

6.4.3 Space preparation for the Remote Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order.

6.4.4 Sprint must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of 30 calendar days prior to the date Sprint desires access to the Remote Collocation Space.

6.5 Construction and Provisioning Interval. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for Remote Site collocation arrangements under ordinary conditions as soon as possible and within a maximum of ~~42~~90 calendar days from receipt of a Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to infrastructure required. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other Remote Collocation Space ("extraordinary conditions") within ~~18~~30 calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for legal compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

6.5.1 ~~6.5.1~~—In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, excluding the time interval required to secure the appropriate government licenses and permits or additional public or private rights of way, BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment____
Page 16

and at parity with BellSouth and will provide Sprint with the estimated completion date in its Response.

Additions and Augmentations

When Sprint adds equipment within initial forecasted demand parameters that requires no additional space preparation work on the part of the BellSouth, BellSouth may not impose additional charges or additional intervals that would delay Sprint's equipment addition.

In situations where additional space preparation work is required, BellSouth will provide the cost for providing those services. The following information below provides different additions and augmentation scenarios to modify Sprint's existing physical collocation space. Such interval will have negotiated and approved pricing with prior approval from Sprint and BellSouth. Where augmentation is desired, Sprint will provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for Sprint's point of termination and an approval letter specifying one of the augmentations listed below for BellSouth review and approval.

- 1) Augments consisting of interconnection cabling arrangements, AC and DC power, lighting, and interconnection conduit as noted below will be provided within XXXX calendar days

<u>Price</u>	<u>Description</u>
--------------	--------------------

\$ -	<u>1 DS3 (cabling only; panels, relay racks and overhead racking exist)</u>
\$ -	<u>2 DS3's (cabling only; panels, relay racks and overhead racking exist)</u>
\$ -	<u>100 Copper (shielded or nonshielded) cable pairs (blocks and cabling only; panels, relay racks and overhead racking exist)</u>
\$ -	<u>Cage to cage interconnection conduit within the same collocation area</u>
\$ -	<u>Cable pull within same collocation area</u>
\$ -	<u>DC Power requirements where only a fuse change is required.</u>

Augments consisting of additional interconnect panels/blocks, cabling, DC Power arrangements (racks are existing) as noted below will be provided within XXXX calendar days:

<u>Price</u>	<u>Description</u>
--------------	--------------------

\$ -	<u>200 Copper (shielded or nonshielded) cable pairs (2 blocks) up to 400 feet</u>
\$ -	<u>Arrange/install fiber cable through innerduct up to 400 feet</u>
\$ -	<u>Arrange/install timing leads up to 400 feet</u>
\$ -	<u>Arrange and install fiber interconnections up to 12 fiber pairs up to 400 feet</u>

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment____
Page 17

- 2) Augments consisting of additional interconnect panels/blocks, cabling, power cables, (racks are existing) as noted below will be provided will be provided within XXXX calendar days:

<u>Price</u>	<u>Description</u>
\$ -	<u>400 Copper (shielded or nonshielded) cable pairs (2 blocks) up to 400 feet</u>
\$ -	<u>Power cables added to accommodate greater DC amperage requests within existing power panels.</u>
\$ -	<u>BellSouth will perform a cage expansion of 100 square feet or less immediately adjacent to a Collocator's existing cage within the collocation area as long as the collocation area does not have to be reconfigured and does not involve HVAC work.</u>
\$ -	<u>Arrange/install bay lighting front and back up to three (3) bays.</u>
\$ -	<u>Arrange and install fiber interconnection up to 12 fiber pairs up to 400 feet</u>

The provisioning intervals provided above will apply only when the Sprint provides a complete application, check and approval letter. In addition, the job must be an augment to an existing Sprint cage or area and consist only of cage expansions as detailed above, power cable additions, bay lighting or copper (shielded or nonshielded) cable, DS1, DS3 and/or fiber interconnection arrangements not to exceed the quantities cited above.

Other augments such as power requests that exceed current space, capacity ratings, or additional bay spaces, or requests that require additional BellSouth bays BellSouth cable racks and/or cage expansions within active central office space different than described above, will require Sprint to submit an inquiry for quote. The price quote will contain the charges and the construction interval for that application. The construction interval for these other augments will not exceed 120 calendar days. BellSouth will work cooperatively with Sprint to negotiate mutually agreeable construction intervals for other augments not specifically provided for above.

- 6.6. Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ~~ten~~ (10)seven (7) calendar days of the completion of finalized construction designs and specifications.

- 6.7 Acceptance Walk Through. Upon request, Sprint and BellSouth will complete an acceptance walk through of each Remote Collocation Space requested from

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment____
Page 18

BellSouth by Sprint. BellSouth will correct any deviations to Sprint's original or jointly amended requirements within ~~seven (7) calendar~~ five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame.

6.8 Use of BellSouth Certified Supplier. Sprint shall select a supplier that has been approved as a BellSouth Certified Supplier to perform all engineering and installation work required in the Remote Collocation Space per TR 73503 specifications. BellSouth shall provide Sprint with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Sprint's equipment and components, installing co-carrier cross connects, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and Sprint upon successful completion of installation. The BellSouth Certified Supplier shall bill Sprint directly for all work performed for Sprint pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Sprint or any supplier proposed by Sprint.

6.9 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. Sprint shall be responsible for placement, monitoring and removal of alarms used to service Sprint's Remote Collocation Space and for ordering the necessary services therefor. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.

6.10 Basic Telephone Service. Upon request of Sprint, BellSouth will provide basic telephone service to the Remote Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

6.11 Virtual Remote Site Collocation Transition. ~~BellSouth offers Virtual Collocation pursuant to the terms and conditions set forth in its F.C.C. Tariff No. 1 for Remote Site Collocation locations. The rates shall be the same as provided in this Exhibit A of this agreement. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, Sprint may purchase 2-wire and 4-wire cross-connects as set forth the service inquiry procedures established for sub-loop unbundling as set forth in Attachment 2 of the Interconnection Agreement, and Sprint may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and that physical Remote Collocation Space has subsequently become available, Sprint may transition its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate non-recurring fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation~~

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment____
Page 19

~~arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by Sprint, such information will be provided to Sprint in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to Sprint within 180 calendar days of BellSouth's written denial of Sprint's request for physical collocation, and (ii) Sprint was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then Sprint may transition its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. Sprint must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation. Upon request by Sprint, virtual collocation arrangements provisioned prior to the availability of physical cageless collocation in a central office shall be converted without disruption or reconfiguration of the equipment and without additional charges, except for administrative fees to process the request and if no relocation of equipment is required. Relocation may be required if Sprint is occupying space that is in less than a single-bay increment and there is any vertical commingling of equipment either with BellSouth or another CLEC. Where relocation of equipment is not required, equipment ownership will revert back to Sprint upon payment of the same charge used to sell such equipment to BellSouth; Sprint's cageless rack space will be clearly marked through floor-markings or other identification; and Sprint will comply with all security requirements applicable to cageless collocation as outlined in this Attachment.~~

6.12 Cancellation. If, at anytime, Sprint cancels its order for the Remote Collocation Space(s), Sprint will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received and for any expenses incurred by BellSouth as a result of the cancellation. In no event will the level of reimbursement under this paragraph exceed the maximum amount Sprint would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.13 Licenses. Sprint, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.

6.14 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

7. Rates and Charges

7.1 Recurring Fees. Recurring fees for space occupancy shall be billed upon space completion or space acceptance, whichever occurs first. Other charges shall be billed upon request for the services. All charges shall be due within 20 days of the bill date.

7.2 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power Sprint's equipment. Sprint shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible

7.3 Power. BellSouth shall make available –48 Volt (-48V) DC power for Sprint's Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at Sprint's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for Sprint's equipment exceeds the capacity for the rack/bay, then such power requirements shall be assessed on a recurring per amp basis for the individual case.

7.3.1 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Sprint's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Sprint's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At Sprint's option, Sprint may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

7.4 Security Escort. A security escort will be required whenever Sprint or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 6.4.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

7.5 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are

being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Sprint shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Sprint. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

- 7.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty (30) calendar days after receipt of the bill (payment due date). Sprint will pay a late payment charge of the lesser of the rate permitted by law or one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

8. Insurance

- 8.1 Maintain Insurance. Sprint shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

- 8.2 Coverage. Sprint shall maintain the following specific coverage:

8.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment____
Page 22

8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Sprint's real and personal property situated on or within BellSouth's Remote Site Location.

8.2.4 Sprint may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

8.3 ~~Limits. The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to Sprint to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.~~

8.4 All policies purchased by Sprint shall be deemed to be primary. All policies purchased by Sprint shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all Sprint's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If Sprint fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Sprint.

8.5 Submit certificates of insurance. Sprint shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Sprint shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Sprint's insurance company. Sprint shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
675 W. Peachtree Street
Rm. 17H53
Atlanta, Georgia 30375

8.6 Conformance to recommendations made by BellSouth's fire insurance company. Sprint must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

8.7 Self-Insurance. If Sprint's net worth exceeds five hundred million dollars (\$500,000,000), Sprint may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.3. Sprint shall provide

audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Sprint in the event that self-insurance status is not granted to Sprint. If BellSouth approves Sprint for self-insurance, Sprint shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Sprint's corporate officers. The ability to self-insure shall continue so long as Sprint meets all of the requirements of this Section. If Sprint subsequently no longer satisfies this Section, Sprint is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.3.

8.8 Net worth requirements. The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to Sprint to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

8.9 Failure to comply. Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

9. **Mechanics Liens**

9.1 Mechanics Lien or other Liens. ~~If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Sprint), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon. Each Party must keep the Property free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of that Party.~~

If any liens are filed against the Property as a result of the acts or omissions of a Party, or that of the Party's employees, agents, or contractors, such Party must discharge the lien within thirty (30) days or furnish a bond in accordance with law within thirty (30) days of the date such Party receives written notice that the lien has been filed.

If a Party fails to discharge the lien or provide a bond as required by this section, then, in addition to any other right or remedy, the other Party may, at such other Party's election, discharge the lien by:

- paying the amount claimed to be due; or
- obtaining the discharge by deposit with a court or a title company; or
- furnishing a bond conditioned upon the discharge of said lien.

Sprint will defend and indemnify BellSouth from and against any lien enforcement action, and indemnify BellSouth for direct costs, including payments to contractors, costs of deposits or bond costs, as well as any attorney's fees expended by BellSouth as a result of Sprint's failure to fulfill Sprint's obligations under this section.

BellSouth will defend and indemnify Sprint from and against any lien enforcement action, and defend and indemnify Sprint for direct costs, including payments to contractors, costs of deposits or bond costs, as well as any attorney's fees expended by Sprint as a result of BellSouth's failure to fulfill BellSouth's obligations under this section.

10. Inspections

10.1 BellSouth may conduct inspection. BellSouth may conduct an inspection of Sprint's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between Sprint's equipment and equipment of BellSouth. Such inspection shall not unreasonable delay the activation of facilities between Sprint's equipment and the equipment of BellSouth. BellSouth may conduct an inspection if Sprint adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Sprint with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

11. Security and Safety Requirements

11.1 The security and safety requirements. The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own Remote Site Location either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of Sprint will be permitted in the BellSouth Remote Site Location. Sprint shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the Sprint name. BellSouth reserves the right to remove from its Remote Site Location any employee of Sprint not possessing identification issued by Sprint or who have violated any of

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment____
Page 25

BellSouth's policies as outlined in the CLEC Security Training documents. Sprint shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. Sprint shall be solely responsible for ensuring that any Guest of Sprint is in compliance with all subsections of this Section 11.

11.1.1 Sprint will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Sprint employee being considered for work on the BellSouth Remote Site Location, for the states/counties where the Sprint employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

11.1.2 Sprint will be required to administer to their personnel assigned to the BellSouth Remote Site Location security training either provided by BellSouth, or meeting criteria defined by BellSouth.

11.1.3 Sprint shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. Sprint shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Sprint personnel who have been identified to have misdemeanor criminal convictions, except for misdemeanor traffic violations. Notwithstanding the foregoing, in the even that Sprint chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Sprint may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

11.1.4 For each Sprint employee requiring access to a BellSouth Remote Site Location pursuant to this Attachment, Sprint shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Sprint will disclose the nature of the convictions to BellSouth at that time. In the alternative, Sprint may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

11.1.5 At BellSouth's request, Sprint shall promptly remove from the BellSouth's Remote Site Location any employee of Sprint BellSouth does not wish to grant access to its Remote Site Location ~~4~~ pursuant to any investigation conducted by

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment____
Page 26

BellSouth, 1) if it is established and mutually agreed in good faith that Sprint's employees are responsible for the alleged act, or 2) prior to the initiation of an investigation in the event that an employee of Sprint is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

- 11.2 Notification to BellSouth. BST reserves the right to interview Sprint's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to Sprint's Security contact of such interview. Sprint and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Sprint's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Sprint for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Sprint's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Sprint for BellSouth property which is stolen or damaged where an investigation determines the culpability of Sprint's employees, agents, or contractors and where Sprint agrees, in good faith, with the results of such investigation. Sprint shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Remote Site Location, any employee found to have violated the security and safety requirements of this section. Sprint shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location.
- 11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the ~~accountability~~ liability of either Party to the other for the improper actions of its employees that would otherwise exist pursuant to this agreement or applicable law.

12. Destruction of Remote Collocation Space

12.1 Remote Collocation Space is damaged. In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Sprint's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Sprint's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Sprint, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Sprint may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Sprint's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Sprint. Where allowed and where practical, Sprint may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, Sprint shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for Sprint's permitted use, until such Remote Collocation Space is fully repaired and restored and Sprint's equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where Sprint has placed a Remote Site Adjacent Arrangement pursuant to section 3.4, Sprint shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

13. Eminent Domain

13.1 Power of Eminent Domain. If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment____
Page 28

Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and Sprint shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

14. Nonexclusivity

14.1 Attachment is not exclusive. Sprint understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

**EXHIBIT A: BELL SOUTH/Sprint RATES – REGIONAL
REMOTE SITE COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1RA	Application Fee*	Per request	N/A	\$592.21
PE1RB	Cabinet Space *	Per Rack/Bay	\$382.93	N/A
PE1RC	Power Upgrade*	Per fused amp	N/A	ICB/TBD
PE1RD	Security Access System New Key*	Per Key	N/A	\$26.44
PE1SR	Space Availability Report*	Per premises requested	N/A	\$550.00
AEH	Additional Engineering Fee	Per request, First	N/A	First/Add'l

BellSouth Remote Site Collocation
Draft – For Negotiation Purposes

Attachment____
Page 29

	(Note 1)	half hour/add'l half hour		Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00
	Security Escort	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	\$43.47/\$25.82
PE1OT	Overtime		NA	\$55.25/\$32.79
PE1PT	Premium Time		NA	\$67.03/\$39.76

Note(s):

N/A stipulates the part of the rate element (RC or NRC) not applying to the element ICB/TBD rates will be on an Individual Case Basis until a rate can be established..

EXHIBIT A: BELLSOUTH/Sprint RATES – REGIONAL
PHYSICAL COLLOCATION (continued)

- (1) **Additional Engineering Fee:** BellSouth's additional engineering shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2

Attachment 5

Access to Numbers and Number Portability

<u>6.2</u>	<u>OK subject to Sprint check</u>
<u>6.2.4</u>	<u>OPEN Sprint Review</u>
<u>7.1.1</u>	<u>OPEN Sprint to provide service description for additional coordination requirement</u>
<u>7.4</u>	<u>OPEN Sprint Review</u>
<u>Exhibit A</u>	<u>OPEN Sprint Review</u>

TABLE OF CONTENTS

1. Non-Discriminatory Access to Telephone Numbers.....	3
2. Permanent Number Portability.....	44
3. Interim Number Portability.....	44
4. INP Implementation	55
5. Conversion from INP to PNP	77
6. Permanent Number Solution	99
8. True-up.....	1212
9. Operational Support System (OSS) Rates.....	1313
Exhibit A – Rates.....	14

ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. Non-Discriminatory Access to Telephone Numbers

All the negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

- 1.1 During the term of this Agreement, Sprint and BellSouth shall contact the North American Numbering Plan Administrator (NANPA) as designated by the FCC for the assignment of numbering resources in accordance with the then current Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines.
- 1.2 For the purposes of the resale of BellSouth's telecommunications services by Sprint, BellSouth will provide Sprint with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of ninety (90) days or for a period mutually agreed to by the Parties. Sprint acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth may request that Sprint cancel sufficient reservations of numbers to alleviate the shortage. Sprint shall make reasonable effort to comply with such request.
- 1.3. Further, upon Sprint request and for the purposes of the resale of BellSouth's telecommunications services by Sprint, BellSouth will reserve up to 100 telephone numbers per Common Language Location Identifier Code (CLLIC), for Sprint's sole use. Such telephone number reservations shall be transmitted to Sprint via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date or for a period mutually agreed to by the parties. Sprint acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for Sprint's reasonable need in that particular CLLIC.
- 1.4 BellSouth and Sprint shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers. BellSouth and Sprint shall permit end users that port a portion of DID numbers to retain DID service on the remaining portion of numbers. Porting a portion of a range of DID numbers can be provided by BellSouth pursuant to its General Subscriber Services Tariff.
- 1.5 BellSouth will port numbers that are denied or are currently on suspend. BellSouth will not require payment of the account prior to porting. BellSouth will port reserved numbers that the end user is currently paying to reserve. Portable reserved numbers appear on the end user's customer service record.

2. Permanent Number Portability

- 2.1 The FCC, the Commissions, and industry forums have developed and BellSouth is implementing a permanent approach to providing service provider number portability. Both Parties will implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to Permanent Number Portability (PNP) as set forth in Section 5 of the Attachment, Interim Number Portability (INP) may be available only until such permanent solution is implemented in an end office.
- 2.2 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in FCC No. 1 and will be billed to Sprint where Sprint is a subscriber to local switching or where Sprint is a reseller of BellSouth telecommunications services. This charge will not be discounted.
- 2.3 LERG Reassignment: Portability for an entire NXX code of numbers shall be provided, when mutually agreed, by utilizing reassignment of the entire NXX code to the porting Party through a reassignment in the Local Exchange Routing Guide ("LERG"). Updates to translations in the donor Party's switching offices from which the NNX code is reassigned will be made by the donor Party by the date on which national LERG changes become effective.

3. Interim Number Portability

- 3.1 Definition. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Interim Number Portability ("INP"). INP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to Sprint, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same rate center of his existing number.
- 3.2 Methods of Providing Number Portability. INP is available through either remote call forwarding or direct inward dialing trunks, at the election of -Sprint. Remote call forwarding (RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (DID) allow calls to be routed over a dedicated facility to the Sprint switch that serves the subscriber.
- 3.3 Signaling Requirements. SS7 Signaling is required for the provision of INP services. INP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where INP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. INP is available only for basic local exchange service.

3.4 Rates

Rates for INP are set out in Exhibit A to this Attachment. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

4. **INP Implementation**

4.1 INP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of INP, basic local exchange service to the affected end user. INP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. INP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or Sprint initiated activity (*e.g.*, a change in exchange boundaries) would normally result in a telephone number change had the end user retained his local exchange service with the donor Party.

4.2 INP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an INP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the INP-RCF end user cannot be guaranteed, however. INP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number. Each Party may order up to the maximum amount of additional paths capable on a particular switch type to handle multiple simultaneous calls to the same ported telephone number.

4.3 INP-DID service, as contemplated by this Agreement, provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A INP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. INP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for INP-DID may not be mixed with any other type of trunk group,

with no outgoing calls placed over said facilities. INP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where INP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a INP-DID number group ; however, there are no restrictions on calls completed to other numbers of a INP-DID number group. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

- 4.4 The calling party shall be responsible for payment of the applicable charges for sent-paid calls to the INP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or Sprint shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third party non-sent paid calls to the INP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. CLEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.
- 4.5 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of INP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting INP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an INP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide INP service or may terminate INP service to the other Party after providing appropriate notice.

- 4.6 Each Party shall permit the other Party to order all intercept announcements, and specify the particular announcement from the standard set of intercept announcement options. The intercept announcement shall be on a per telephone number basis for telephone numbers which the porting Party has ported from the donor Party and for which INP measures have, at that porting Party's direction, been terminated.
- 4.7 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party must obtain authorization from the other Party before contacting the other Party's customers for maintenance purposes.
- 4.8 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of INP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over INP facilities. Each Party shall meet or exceed the minimum transmission quality standards for its respective network as may be established by the Commission. Each Party shall promptly notify the other of any necessary change in protection criteria or in any of the facilities, operation, or procedures that could render any facilities provided by the other Party obsolete or cause necessary modification of the other Party's equipment.
- 4.9 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching and a portion of the transport, and the other Party will bill the IXC local switching, the interconnection charge, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process mutually agreed to by the Parties. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where INP-DID is utilized for number portability.

5. Conversion from INP to PNP

Once a long-term database method of providing Local Number Portability (PNP) is implemented in an end office, with advance written notice, neither Party shall provide new number portability arrangements in that end office using interim number portability (INP). The official notice advising an end office is now PNP compatible will be as posted in the LERG 45 days in advance of the ready to port date of that office. Advance notice of PNP implementation for all BellSouth end offices is also posted on the Interconnection web site. The LERG posting for PNP eligibility date will begin the transition from INP to PNP for all INP services. The transition from existing INP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office or as mutually agreed to by both Parties during the transition period. BellSouth will provision Local Service Requests for INP with due dates contained prior to the end office implementation date.

Requests for INP with due dates on or after the PNP implementation date will be returned to the requesting Party for subsequent submission as PNP. Neither Party shall charge the other Party for conversion from INP to PNP. The Parties shall comply with any INP/PNP transition processes established by the FCC and State Commissions and appropriate industry number portability work groups. BellSouth and CLEC will work cooperatively in the submission of transition orders to ensure that end user outage during the conversion is minimal. Ordering guidelines for PNP can be found on the web at

<http://www.interconnection.bellsouth.com/guides/guides.html>. and are contained in the BellSouth Business Rules for Local Ordering.

Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once PNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide PNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to PNP or other related issues.

5.1 Conversion Policy

5.1.1 BellSouth implemented the conversion of Interim Number Portability (INP) to Local Number Portability (PNP) as follows:

- The conversion of INP numbers to PNP is handled as a project and as such will be coordinated by a BellSouth project manager to ensure timely conversion of all INP to PNP accounts.
- All INP numbers in PNP capable switches will be converted to PNP within 120 days after the office is PNP capable.
- BellSouth will continue to offer INP until the completion date of PNP for the wire center.

5.2 Conversion Schedule

The schedule to implement PNP in the 21 MSAs in the BellSouth region is as mandated by the FCC may be viewed by accessing the Carrier Notification Web site. The notification also outlines the conversion schedule for all of BellSouth's switches.

5.3 Specific Conversion activities

The BellSouth Account Team contacts each CLEC with INP accounts to negotiate a conversion schedule.

During the 120 day conversion period for each MSA, the Local Carrier Service Center (LCSC) will provide special handling for the requests to convert INP to PNP. These requests will be logged by a project manager and project managed to ensure end user

service outage is minimal. Unless listing changes are requested, the CLECs may use a specially designed form provided by the project manager or account team in lieu of the Local Service Request (LSR), End User (EU), and Number Portability (NP) forms.

If changes are to be made to the INP account, the LSR should follow the normal process flow for ordering instead of the INP to PNP conversion plan.

5.4 FOC

During the conversion period, if a CLEC uses the request form in lieu of the LSR, the form will include provisions for providing a manual FOC. If the request is submitted electronically, the FOC will be sent back to the CLEC as an electronic FOC.

5.5 Routing of Calls to the LRN

Trigger orders are not used for INP telephone numbers. Once the activate message is sent to the Number Portability Administration Center (NPAC) by the new service provider, (with exception of the end user's serving wire center) incoming calls are routed to the new provider. Calls from within the end user's servicing wire center will not route to the new Local Routing Number (LRN) until the porting D order processes. BellSouth's obligation in meeting timelines for processing the disconnect order will be as specified in Attachment 9, incorporated herein by this reference.

6. Permanent Number Solution

6.1 The FCC, the Commissions and industry forums have developed a permanent approach to providing service provider number portability and BellSouth is working to implement PNP. Both Parties agree to implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to PNP, INP is available pursuant to this attachment.

6.2 BellSouth and Sprint will adhere to the process flows and cutover guidelines outlined in "The Local Number Portability Ordering Guide for CLECs", unless otherwise provided in this Agreement, which may be found on the web at <http://www.interconnection.bellsouth.com/guides/guides.html>.

6.2.1 BellSouth and Sprint will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry forums addressing PNP.

6.2.2 Both Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. BellSouth will set LRN unconditional or 10-digit triggers where applicable, which should ensure no interruption to the end user. Where triggers are set, BellSouth removes the ported number at the same time the trigger is removed.

- 6.2.3 For porting of numbers where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.
- 6.2.4 BellSouth will provide ordering support for CLEC's PNP requests Monday through Friday 8:00 AM until 8:00 PM EST. BellSouth normal hours of operation for provisioning support are defined in Attachment 6. Ordering and provisioning support required by CLEC outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand alone PNP where LRN unconditional or 10-digit triggers are set, CLEC may port numbers during times that are supported by the Number Portability Administration Center (NPAC) 24 hours a day 7 days a week. BellSouth will provide maintenance assistance to CLEC 24 hours a day 7 days a week to resolve issues arising from the porting of numbers for problems isolated to the BellSouth network. In the event of manual intervention, both Parties will work cooperatively to resolve issues within each Party's network. BellSouth shall provide as soon as possible, but not later than sixty (60) minutes from receipt of the report from Sprint, an estimated restoral time to correct problems isolated to BellSouth's network. BellSouth and Sprint will cooperate to provide periodic updates to each other with the status of events that might impact the estimated restoral time. [OPEN Subject to Sprint Check]
- 6.2.5 Performance Measurements for BellSouth providing PNP are located in Attachment 9 to this Agreement, incorporated herein by this reference.
- 6.3 BellSouth will use best efforts to update switch translations, where necessary, in time frames that are consistent with the time frames BellSouth's end users experience or as offered to other CLECs.
- 6.4 CLEC may request deployment of PNP according to and pursuant to the rules and regulations set forth in 47 CFR § 52.23.

7. **Cut-Over Process**

- 7.1 BellSouth and Sprint shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber.

- ~~7.1.1 For a Coordinated Cutover Environment~~For a coordinated conversion; i.e., stand alone ILNP, ILNP and LNP with loop and those services which require project coordination [6/26 OPEN – Sprint concern over what's available for coordinated conversion. Set up meeting with SMEs] as defined in the BellSouth LNP procedures or as provided for in this agreement, BellSouth shall verbally coordinate the disconnect with Sprint and perform any switch the translations so as elose to limit end user service outage the requested time as possible. BellSouth and Sprint will mutually agree upon a cutover time prior to the actual conversion. Sprint may designate the conversion time when the conversion involves a loop with ILNP or LNP

by ordering time specific conversion at rates designated in this agreement. Both parties will use best efforts to ensure mutually agreed to conversion times, as identified in this paragraph, will commence within 30 minutes of the agreed time. The coordination shall be pre-specified by Sprint and agreed to by both parties and in no case shall begin more than 30 minutes after the agreed upon time. [OPEN Sprint to provide description of service for additional coordination requirements]

For a Non-Coordinated Cutover Environment, BellSouth shall schedule a mechanized update of disconnect and switch translations at Sprint requested cutover time. Such updates will be available to Sprint at parity with BellSouth's own availability for such activity. BellSouth shall provide an operations contact that Sprint can reach in the event manual intervention is needed to complete the cutover. In the event of manual intervention, and if BellSouth is unable to resolve the issue within sixty (60) minutes, BellSouth shall notify Sprint of the issue and Sprint and BellSouth shall determine the plan to resolve it. [OPEN – Sprint, proposal to delete – concept in last sentence incorporated into 6.2.4]]

7.2 Testing

BellSouth and Sprint shall cooperate to ensure network reliability is maintained when porting numbers so as to limit service outage for their end users. BellSouth and Sprint will perform on a mutually agreeable basis any testing which may be required to isolate and repair service problems within their respective networks. Each party will notify the other of changes to the network or changes to processes which may impact end user service at time frames which are consistent to BellSouth and Sprint's internal notification processes.

7.3 Installation Timeframes

7.3.1 Installation time frames for ILNP and LNP will be as outlined in the BellSouth Products and Services Interval guide located on the web at <http://www.interconnection.bellsouth.com/guides/guides.html> or as provided in Section 9, Performance Measurement.

7.4 Engineering and Maintenance [OPEN – Sprint to rework language] [OPEN Sprint] [6/26 OPEN – Sprint Review]

BellSouth and Sprint will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are in accordance with any FCC or State Commission requirement, at parity with that provided by BellSouth to its subscribers and to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.

7.5 Operator Services and Directory Assistance

With respect to operator services and directory assistance associated with INP for Sprint subscribers, BellSouth shall provide the following:

- 7.5.1 While INP is deployed:
 - 7.5.1.1 BellSouth shall allow Sprint to order provisioning of Telephone Line Number (TLN) calling cards and Billed Number Screening (BNS), in its LIDB, for ported numbers, as specified by Sprint. BellSouth shall continue to allow Sprint access to its LIDB. Other LIDB provisions are specified in this Agreement.
 - 7.5.1.2 Where BellSouth has control of directory listings for NXX codes containing ported numbers, BellSouth shall maintain entries for ported numbers as specified by Sprint.
- 7.5.2 BellSouth shall provide a 10-Digit Global Title Translation (GTT) Node for routing queries for TCAP-based operator services (e.g., LIDB).
- 7.5.3 BellSouth OSS shall meet all requirements specified in "Generic Operator Services Switching Requirements for Number Portability," Issue 1.00, Final Draft, April 12, 1996. Editor - Nortel.

8. True-up

This section applies only to Tennessee and other rates that are interim or expressly subject to true-up under this Attachment.

- 8.1 The interim prices for Number Portability shall be subject to true-up according to the following procedures:

The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions in the General Terms and Conditions and Attachment 1 of this Agreement.

- 8.2 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the

Dispute Resolution Process set forth in the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

- 8.3 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
- (a) BellSouth and CLEC is entitled to be a full Party to the proceeding;
 - (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
 - (c) It shall include as an issue the geographic deaveraging of network element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

9. Operational Support System (OSS) Rates

BellSouth has developed and made available the following mechanized systems by which Sprint may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in Attachment 6 of this Agreement incorporated herein by this reference.

RATES OPEN TO SPRINT

BELLSOUTH/SPRINT RATES SERVICE PROVIDER NUMBER PORTABILITY

Attachment 5
Exhibit A
Rates - Page 14

RATES BY STATE										
DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF (1)(2)										
RCF, per number ported (Business Line), 10 paths	TNPBL	NA	NA	NA	NA	NA	NA	\$2.25	NA	NA
RCF, per number ported (Residence Line), 6 paths	TNPBL	\$2.13	NA	\$2.03	NA	\$2.29	\$2.34	\$1.15	NA	NA
RCF, per number ported (Business Line)	TNPBL	\$0.65	NA	\$0.51	NA	\$0.49	\$0.64	\$0.71	\$2.17	\$1.50
NRC - Electronic	TNPBL	\$0.07	NA	NA	NA	\$0.05	\$0.0644	\$0.50	NA	NA
NRC - Disconnect Charge	TNPBL	\$2.13	NA	\$2.03	NA	\$2.29	\$2.34	\$1.66	\$2.17	\$1.25
RCF, per number ported (Residence Line)	TNPBL	\$0.65	NA	\$0.51	NA	\$0.49	\$0.64	\$0.71	\$0.7046	NA
NRC - Disconnect Charge	TNPBL	\$0.07	NA	NA	NA	\$0.05	\$0.0644	\$0.50	NA	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	N/A	\$0.32	NA	\$0.2836	NA	\$0.38	\$0.3838	\$0.32	\$0.3854	\$0.50
RCF, per service order, per location										
NRC - 1st	TNP++	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$2.73	\$1.37	\$25.00
NRC - Add'l	TNP++	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$2.73	\$1.37	\$25.00
NRC - Disconnect - 1st	TNP++	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Disconnect - Add'l	TNP++	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	NA	NA	\$18.14	\$25.52	\$45.80	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$27.37	NA	NA	NA	\$18.14	\$25.52	\$45.80	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	\$44.70	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	\$44.70	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID										
DID per number ported, Residence - NRC	TNPDR	\$1.18	NA	\$0.93	NA	\$0.89	\$1.17	\$2.25	\$2.25	NA
DID per number ported, Residence - NRC - Disconnect	TNPDR	\$1.18	NA	NA	NA	\$0.90	\$1.17	NA	NA	NA
DID per number ported, Business - NRC	TNPDB	\$1.18	NA	\$0.93	NA	\$0.89	\$1.17	\$2.25	\$2.25	NA
DID per number ported, Business - NRC - Disconnect	TNPDB	\$1.18	NA	NA	NA	\$0.90	\$1.17	NA	NA	NA
DID, per service order, per location										
NRC - 1st	TNPDR	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$2.73	\$1.37	NA
NRC - Add'l	TNPDR	\$1.44	NA	\$2.10	NA	\$2.02	\$2.84	\$2.73	\$1.37	NA
NRC - Disconnect - 1st	TNPDR	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	\$44.70	NA
NRC - Disconnect - Add'l	TNPDR	\$1.44	NA	NA	NA	\$2.01	\$2.84	NA	\$44.70	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$45.80	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$27.37	NA	NA	NA	\$18.14	\$25.52	\$45.80	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$17.77	NA	NA	NA	\$11.41	\$16.06	NA	NA	NA
DID, per trunk termination, Initial - NRC	TNP12	\$11.84	NA	\$10.73	NA	\$12.46	\$16.06	NA	NA	NA
DID, per trunk termination, Initial - NRC - Disconnect	TNP12	\$173.73	NA	\$135.47	NA	\$129.69	\$171.68	\$217.88	\$218.03	NA
DID, per trunk termination, Subsequent - NRC	TNP12	\$50.43	NA	NA	NA	\$37.85	\$49.86	NA	NA	NA
DID, per trunk termination, Subsequent - NRC - Disconnect	TNP12	\$11.84	NA	\$10.73	NA	\$12.46	\$13.78	\$11.43	\$13.16	NA
DID, per trunk termination, Subsequent - NRC - Disconnect	TNP12	\$51.35	NA	\$39.53	NA	\$37.85	\$50.69	\$73.56	\$73.63	NA
DID, per trunk termination, Subsequent - NRC - Disconnect	TNP12	\$25.00	NA	NA	NA	\$18.75	\$24.71	NA	NA	NA

NOTES:

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

1 Until the FCC issues its order implementing a cost recovery mechanism for permanent number portability, the Company will track its costs of providing interim SPNP with sufficient detail to verify the costs. This will facilitate the Florida PSCs consideration of the recovery of these costs in Docket 950737-TP (FL)

2 BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option. (KY)

Attachment 6

Ordering and Provisioning

<u>3.2</u>	<u>OPEN Sprint</u>
<u>3.6</u>	<u>OPEN Sprint and BellSouth</u>
<u>3.7</u>	<u>OPEN Sprint</u>
<u>3.8 – 3.20</u>	<u>OPEN BellSouth</u>
<u>Exhibit A</u>	<u>OPEN Sprint Review</u>

TABLE OF CONTENTS

1. Quality of Ordering And Provisioning.....	3
2. Access To Operational Support Systems.....	<u>44</u>
3. Miscellaneous Ordering And Provisioning Guidelines	<u>77</u>
 EXHIBIT A – Rates	 11

ORDERING AND PROVISIONING

This Attachment 6 is subject to the General Terms and Conditions of this Agreement.

1. Quality of Ordering and Provisioning

1.1 BellSouth shall provide ordering and provisioning services to Sprint that are equal to the ordering and provisioning services BellSouth provides to itself, its affiliates or any other CLEC. Detailed guidelines for ordering and provisioning are set forth in BellSouth's interconnection ordering guides available on the BellSouth interconnection web site., as appropriate, and as they are amended from time to time during this Agreement. BellSouth will provide notification to Sprint regarding amendments to the guidelines so that Sprint and BellSouth operations remain production ready.

1.2 BellSouth will perform provisioning services during the hours of operation that BellSouth uses for its affiliates or end users. Such hours are currently:

Monday - Friday: 8:00AM - 5:00PM location time (excluding holidays)
(Resale/Network Element non coordinated, coordinated orders and order coordinated - Time Specific)

Saturday: 8:00 AM - 5:00 PM location time (excluding holidays)
(Resale/Network Element non coordinated orders)

Times are either Eastern or Central time based on the location of the work being performed.

1.3 BellSouth will accept and process manual orders during the hours of operation that BellSouth uses for its affiliates or end users. Such hours are currently:

Consumer:	Atlanta	7:00AM – 10:00PM location time Monday through Saturday (excluding holidays)
	Birmingham	6:00AM – 9:00PM location time Monday through Saturday (excluding holidays)
UNE:	Atlanta	8:00AM – 8:00PM location time Monday through Friday (excluding holidays)
	Birmingham	7:00AM – 7:00PM location time Monday through Friday (excluding holidays)
Business Resale/ Complex:	Atlanta	8:00AM – 8:00PM location time Monday through Friday (excluding holidays)
	Birmingham	7:00AM – 7:00PM location time Monday through Friday (excluding holidays)

Times are either Eastern or Central time based on the location of the work being performed.

- 1.4 BellSouth shall provide Sprint with the capability to have Sprint's customer orders input to and accepted by BellSouth's service order systems outside of normal business hours, twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance, the same as BellSouth's customer orders received outside of normal business orders are input and accepted.
- 1.4.1 Downtime shall not be scheduled during normal business hours and shall occur during times where systems experience minimum usage.
- 1.5 BellSouth shall provide provisioning services to Sprint equal to the provisioning services BellSouth provides to itself during normal business hours. BellSouth shall make no differentiation between Sprint and BellSouth orders in terms of the priority and scheduling of such work. If Sprint requests that BellSouth perform provisioning services at times or on days other than as set forth in Section 1.2, BellSouth and Sprint shall mutually negotiate such provisioning including time interval and cost. All such Sprint requests for provisioning and installation services outside of the normal hours of operation may be subject to the application of overtime billing charges.

2. Access to Operational Support Systems

- 2.1 BellSouth shall provide Sprint access to several operational support systems. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center.
- 2.1.1 Sprint and BellSouth will establish interface contingency plans and disaster recovery plans for interface services. These plans will provide Sprint with, among other things, the ability to operate in a manual mode in instances of disaster, under-performance, or if the potential for non-performance is present. The operational support systems available are:
- 2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions including but not limited to: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG) or other electronic interface as mutually agreed by the Parties. Customer record information includes but is not limited to, customer specific information in Customer Record Information System ("CRIS") and Regional Street Address Guide ("RSAG"). In addition, Sprint shall provide to BellSouth access to customer record information as authorized by the end-user including electronic access where available. Otherwise, Sprint shall use best efforts

to provide paper copies of customer record information within 2 business days upon request by BellSouth. The parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agree that Sprint and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

- 2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and certain network elements and other services. As an alternative to the EDI arrangement, BellSouth also provides ordering and provisioning capability through TAG or through other electronic interfaces as mutually agreed by the Parties. Also, as an alternative, BellSouth provides integrated pre-ordering, ordering and provisioning capabilities through the LENS interface.
- 2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows Sprint to report and monitor service troubles and obtain repair services. BellSouth shall offer Sprint service trouble reporting in a non-discriminatory manner that provides Sprint the equivalent ability to report and monitor service troubles that BellSouth provides to itself and its affiliates. BellSouth also provides Sprint an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers Sprint access to the Trouble Analysis Facilitation Interface (TAFI) or to other electronic interfaces as mutually agreed by the Parties. For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If Sprint requests BellSouth to repair a trouble after normal working hours, Sprint will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.
- 2.5 Migration of Sprint to New BellSouth Software Releases for National Standard Machine-to-Machine Electronic Interfaces. BellSouth will issue new software releases to implement new national standards for its machine-to-machine electronic interfaces and as needed to improve operations and meet standards and regulatory requirements. New national standards are established by the Telecommunications Industry Forum which is a guideline setting organization serving the telecommunications industry. One of its goals is to facilitate the continued well being of the telecommunications industry by addressing the application of standards and the use of technology. When a new release of new national standards is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth and Sprint determine via the BellSouth Change Management process the next release (N+1) and such next release is implemented, BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases but may also support additional releases during transition periods as mutually agreed by the Parties. BellSouth will issue

documents to Sprint with sufficient notice to allow Sprint to make the necessary changes to its systems and operations to migrate to the newest release in a timely fashion.

- 2.6 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Electronic Interface Change Control Process (EICCP). Guidelines for this process are set forth in the EICCP document, as amended from time to time during this agreement.
- 2.7 Testing.
Detailed test plans and test scenarios will be jointly developed and agreed to by Sprint and BellSouth at the appropriate time. BellSouth acknowledges that a phased testing approach maybe applicable to ensure adequate testing of software.
- 2.7.1 The integrated approach for Sprint and BellSouth to perform Connectivity and End-to-End Testing for Pre-Order and Order processing will include the following conditions:
- 2.7.1.1 Subject matter experts from Sprint and BellSouth will be available for test planning, analysis, design, verification and approval.
- 2.7.1.2 Testing with BellSouth will be in a testing environment, which is a production test environment.
- 2.7.1.3 Sprint and BellSouth will provide a Single Point of Contact (SPOC) for Problem Management.
- 2.7.1.4 Testing dates may be modified as mutually agreed by the Parties to accommodate unforeseen circumstances.
- 2.8 OSS Documentation. BellSouth will accurately document and update all business rules when applicable in a timely manner. A business rule defines the process, internal and external Operational Support System, functional and Electronic requirements for completing a service order. Multiple layers of Business Rules exist within the Operating Support System, Order/Pre-Order, Trouble Operations and Electronic Interface (EI) platforms. Business Rules translate BellSouth's Procedures to Sprint's requirements based on industry guidelines. BellSouth will respond to Sprint's questions regarding business rules and other documentation using best efforts within 48 hours or as mutually agreed by the Parties.
- 2.9 BellSouth will provide OSS servers that have various levels of redundancy and failover capability to minimize downtime.
- 2.10 Rates. Charges for use of Operational Support Systems shall be as ordered by appropriate regulatory authorities or as mutually agreed by the Parties as set forth in Exhibit A of this Attachment.

3. Miscellaneous Ordering and Provisioning Guidelines

- 3.1 **Pending Orders.** To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by Sprint will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if Sprint wishes to reinstate an order, Sprint may be required to submit a new service order.
- 3.2 **Single Point of Contact.** Sprint will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Sprint to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. Sprint and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by Sprint to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify Sprint that such an order has been processed, but will not be required to notify Sprint in advance of such processing. [SPRINT WOULD LIKE TO DISCUSS IN LIGHT OF LINE SHARING - ALSO WHAT NOTIFICATION WOULD BE PROVIDED] [2/2 OPEN - BellSouth to confirm consistent with current high frequency spectrum unbundling policy. Notification = service loss notices are submitted to a 3rd party vendor that mails notice to CLECs.] [5/2 OPEN - Sprint, BellSouth posts to web site as Loss Notification Report upon completion of the order]
- 3.3 **Use of Facilities.** When a customer of Sprint elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to Sprint by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's service provider at the same address served by the denied facility.
- 3.3.1 Upon receipt of a service order, BellSouth will do the following:
- 3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current BellSouth interval guidelines or other interval guidelines as established by State commissions.
- 3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.

- 3.3.1.3 Notify Sprint subsequent to the disconnect order being completed.
- 3.4 Contact Numbers. The Parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 3.6 Cancellation Charges. If Sprint cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.4. [5/2 OPEN – Sprint and BellSouth]
- 3.7 Acknowledgement. BellSouth will provide acknowledgement receipts when protocols and interfaces are used that provide an acknowledgement. for all interface network processing from Sprint. [2/2 OPEN – BellSouth review] [BellSouth counter proposal is to strike – not all protocols/interfaces provide for an acknowledgement.] [5/2 OPEN – BellSouth. Sprint is only requesting acknowledgement for those protocols for which acknowledgement is provided.] [OPEN Sprint review of BellSouth proposed language]
- [New sections 3.8 through 3.20 are language proposed by Sprint from their existing contract and from the proposed BellSouth/AT&T contract filed with the GA PSC 2/2000]
- 3.8 BellSouth will recognize Sprint as the customer of record of all Elements or Combinations ordered by Sprint and will send all notices, invoices and pertinent information directly to Sprint.
- 3.9 Upon request from Sprint, BellSouth will provide an intercept referral message in Tandem Switching Element that includes any new Sprint telephone number, for the same duration as is provided to BellSouth end-users. This message shall be approved by Sprint and shall be similar in format to the intercept referral messages currently provided by BellSouth for its own end-users.
- 3.10 The Firm Order Confirmation will provide Sprint with the Sprint order number, BellSouth order number, the negotiated service due date, telephone/circuit numbers (as applicable to the service), and the BellSouth service representative name and telephone number. Additional specific data may also be provided, if appropriate.
- 3.11 BellSouth will notify Sprint of completion activity using the same electronic interface used by Sprint to submit the service order request. In addition, when a BellSouth

Technician is dispatched to complete the order, the service technician will contact Sprint at the time of completion.

- 3.12 BellSouth will perform pre-service testing as mutually determined by the parties and will provide in writing, or electronically as directed by Sprint, all test and turn-up results in support of the Elements or Combinations ordered by Sprint. BellSouth shall provide these test results to Sprint at the same time BellSouth provides its order-specific Order Completion.
- 3.13 As soon as identified, BellSouth shall notify Sprint via electronic interface, when available, of Rejections/Errors contained in any of the data element(s) fields contained on any Sprint Service Request. In the interim, BellSouth will notify Sprint by telephone or facsimile, as mutually agreed to by the Parties, of such Rejections/Errors.
- 3.14 As soon as identified, BellSouth shall notify Sprint via electronic interface, when available (unless otherwise notified by Sprint) of any instances when BellSouth's Committed Due Dates are in jeopardy of not being met by BellSouth on any element or feature contained in any order for Network Elements or Combinations. BellSouth shall concurrently indicate its new committed due date. In the interim, BellSouth will notify Sprint by telephone or facsimile of such jeopardy, as mutually agreed to by the Parties.
- 3.15 Upon Sprint's request through a Suspend/Restore Order, BellSouth shall suspend or restore the functionality of any Network Element or Combination. On a non-discriminatory basis as to other BellSouth customers, BellSouth shall implement any restoration priority on a per Network Element or Combination basis in a manner that conforms with Sprint requested priorities.
- 3.16 BellSouth shall provide to Sprint the functionality of blocking calls (e.g., 700, 900, 976 international calls and any new services of this type individually or in any combination upon request, including bill to third Party and collect calls) on an individual switching element basis.
- 3.17 Unless otherwise directed by Sprint, when Sprint orders an Element or Combination, all pre-assigned trunk or telephone numbers currently associated with that Network Element or Combination shall be retained without loss of feature capability and without loss of associated functions including, but not limited to, Directory Assistance and 911 E911 capability, capability where such features or functions exist.
- 3.18 When Sprint orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnect or disruption of functionality. This shall be known as Contiguous Network Interconnection of network elements.
- 3.19 Sprint will specify on each order its Desired Due Date (DDD) for completion of that particular order. BellSouth will not complete the order prior to DDD unless early

turn-up is needed for testing purposes. BellSouth will notify Sprint if the DDD cannot be met. BellSouth will make best effort to meet the DDD for Network Element requests.

3.20 BellSouth and Sprint will perform co-operative testing (including trouble shooting to isolate problems) to test and Services and Elements purchased by Sprint pursuant to this Agreement in order to identify any performance problems at turn-up of the Services and Elements.

EXHIBIT A**OPEN Sprint Review****Operational Support Systems (OSS)**

BellSouth has developed and made available the following mechanized systems by which Sprint may submit LSRs electronically.

<u>LENS</u>	<u>Local Exchange Navigation System</u>
<u>EDI</u>	<u>Electronic Data Interface</u>
<u>TAG</u>	<u>Telecommunications Access Gateway</u>

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

State Specific OSS Rates

<u>State</u>	<u>System Charges</u>		<u>Mechanized Per LSR</u>		<u>Manual Per LSR</u>	
	<u>NRC</u>	<u>Monthly</u>	<u>Resale</u>	<u>UNE</u>	<u>Resale</u>	<u>UNE</u>
<u>AL</u>	<u>None</u>	<u>None</u>	<u>\$7.36</u>	<u>\$7.36</u>	<u>\$25.15</u>	<u>Note 2</u>
<u>FL</u>	<u>\$100.00</u>	<u>\$50.00</u>	<u>\$10.80</u>	<u>\$10.80</u>	<u>\$22.00</u>	<u>\$22.00</u>
<u>GA</u>	<u>\$200.00</u>	<u>Note 1</u>	<u>None</u>	<u>None</u>	<u>\$22.00</u>	<u>Note 2</u>
<u>KY</u>	<u>\$100.00</u>	<u>\$50.00</u>	<u>\$10.89</u>	<u>\$10.89</u>	<u>\$22.00</u>	<u>\$22.00</u>
<u>LA</u>	<u>\$100.00</u>	<u>\$50.00</u>	<u>\$9.16</u>	<u>\$9.16</u>	<u>\$22.00</u>	<u>Note 2</u>
<u>MS</u>	<u>\$100.00</u>	<u>\$50.00</u>	<u>\$10.60</u>	<u>\$10.60</u>	<u>\$22.00</u>	<u>Note 2</u>
<u>NC</u>	<u>None</u>	<u>\$305.00</u>	<u>None</u>	<u>None</u>	<u>\$22.00</u>	<u>\$22.00</u>
<u>SC</u>	<u>\$100.00</u>	<u>\$50.00</u>	<u>\$10.68</u>	<u>\$10.68</u>	<u>\$22.00</u>	<u>Note 2</u>
<u>TN</u>	<u>\$100.00</u>	<u>\$50.00</u>	<u>\$10.80</u>	<u>\$10.80</u>	<u>\$22.00</u>	<u>\$22.00</u>

Note 1: \$550.00 for zero to 1,000 mechanized LSRs per month; \$110.00 for each additional 1,000 LSRs per month.

Note 2: Use applicable UNE manual additive rate from Interconnection or Resale Agreement instead of manual per LSR rate.

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

EXHIBIT A

Denial/Restoral OSS Charge

In the event Sprint provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

Cancellation OSS Charge

Sprint will incur an OSS charge for an accepted LSR that is later canceled by Sprint.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR.

Threshold Billing Plan

The Parties agree that Sprint will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs **meets or exceeds** the threshold percentages shown below:

<u>Year</u>	<u>Ratio: Mechanized Total LSRs</u>
1999	<u>70%</u>
2000	<u>80%</u>
2001	<u>90%</u>

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

EXHIBIT A

The Parties agree that any charges BellSouth is unable to bill on April 15, 1999 will be trued up on or about July 1, 1999.

Attachment 7
Billing and Billing Accuracy Certification

Exhibit A OPEN Sprint Review of Rates

TABLE OF CONTENTS

1. Payment and Billing Arrangements	<u>35</u>
2. Billing Accuracy Certification	<u>79</u>
3. Bona Fide Billing Disputes	<u>79</u>
4. Audits and Examinations	<u>911</u>
5. RAO Hosting	<u>911</u>
6. Billing Performance Measurements	<u>911</u>
7. Recording Failures	<u>911</u>
8. Optional Daily Usage File	<u>1113</u>
9. Access Daily Usage File	<u>1416</u>
10. Enhanced Optional Daily Usage File	<u>1719</u>
EXHIBIT A – Rates	20

BILLING AND BILLING ACCURACY CERTIFICATION

This Attachment 7 is subject to the General Terms and Conditions of this Agreement.

1. Payment and Billing Arrangements

- 1.1 Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that Sprint requests. BellSouth will bill and record in accordance with this Agreement those charges Sprint incurs as a result of Sprint purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.
 - 1.1.1 For any service(s) BellSouth orders from Sprint, Sprint shall bill BellSouth in CABS format.
 - 1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at its reasonable and demonstrable cost.
- 1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, A CLEC will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code (CIC), Group Access Code (GAC) if applicable, Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable. The Parties acknowledge that Sprint has already met these requirements.
- 1.3 BellSouth shall bill Sprint on a current basis all applicable charges and credits.
- 1.4 Payment Responsibility. Payment of all charges will be the responsibility of Sprint. Sprint shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Sprint from Sprint's customer. In general, BellSouth will not become involved in disputes between Sprint and Sprint's end user customers. If a dispute does arise that cannot be settled without the involvement of BellSouth, Sprint shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will

work with Sprint to resolve the matter in as timely a manner as possible. Sprint may be required to submit documentation to substantiate the claim.. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

- 1.5 BellSouth will render bills each month on established bill days for each of Sprint's accounts.
- 1.6 BellSouth will bill Sprint in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Sprint, and Sprint will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees.
- 1.7 With respect to services resold by Sprint, any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to Sprint.
- 1.8 BellSouth will not perform billing and collection services for Sprint as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
- 1.9 Pursuant to 47 CFR Section 51.617, for resold lines BellSouth will bill Sprint end user common line charges identical to the end user common line charges BellSouth bills its end users.
- 1.10 Payment Due. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth. In the event payment is not received by BellSouth by the due date and Sprint can demonstrate that payment was made in a timely manner, BellSouth will acknowledge such payment and waive all associated late payment charges.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.13, below, shall apply.

- 1.11 If Sprint requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to Sprint not to exceed BellSouth's reasonable and demonstrable costs.
- 1.12 Tax Exemption. Upon proof of tax exempt certification from Sprint, the total amount billed to Sprint will not include those taxes or fees for which the CLEC is exempt. Sprint will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of Sprint.
- 1.13 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate. Sprint will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or in applicable state law.
- 1.14 Discontinuing Service to Sprint. The procedures for discontinuing service to Sprint are as follows:
- 1.14.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by Sprint of the rules and regulations contained in BellSouth's tariffs, provided that Sprint receives reasonable notice of such suspension or termination and has had reasonable opportunity to remedy such violation or non-compliance.
- 1.14.2 If payment of account, except a Bona Fide Billing Dispute amount as described in Section 3 of this Attachment, is not received by the bill day in the month after the original bill day, BellSouth may, upon written notice, refuse additional applications for service. In addition, any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. BellSouth may, at the same time, give thirty days notice to Sprint at the billing address to discontinue the provision of existing services to Sprint at any time thereafter. 1.14.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 1.14.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Sprint's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Sprint without further notice.

- 1.14.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, Sprint's services will be discontinued. Upon discontinuance of service on Sprint's account, service to the Sprint's end users will be denied. BellSouth will reestablish service at the request of the end user or Sprint upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Sprint is responsible for notifying the end user of the proposed service disconnection.
- 1.15 Deposit Policy. BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.
- 1.15.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- 1.15.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service. Such security deposit may not exceed two months' estimated billing.
- 1.15.3 The fact that a security deposit has been made in no way relieves Sprint from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.
- 1.15.4 BellSouth reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit. BellSouth shall provide reasonable advance notice prior to implementation of such increase in security deposit.
- 1.15.5 In the event that Sprint defaults on its account, service to Sprint may be terminated and any security deposits held will be applied to its account. BellSouth will promptly notify Sprint prior to any such treatment of Sprint's account such that Sprint has the opportunity to remedy such default prior to termination of service.
- 1.15.6 Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.
- 1.16 Rates. Rates for Optional Daily Usage File (ODUF), Enhanced Optional Daily Usage File (EODUF), and Access Daily Usage File (ADUF), are set out in Exhibit A to this Attachment. If no rate is identified in the contract, the rate for the specific service or function will be as ordered by the appropriate state regulatory authorities or as negotiated by the Parties upon request by either Party.

2. Billing Accuracy Certification

- 2.1 Upon mutual agreement, BellSouth and Sprint will implement a billing quality assurance program for all billing elements covered in this Agreement that may eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the recording and billing of charges will be part of that program.
- 2.2 As part of the billing quality assurance program, BellSouth and Sprint will develop standards, measurements, and performance requirements for a local billing measurements process. These standards, measurements, and performance requirements include but are not limited to the BellSouth Service Quality Measurements associated with billing in Attachment 9 of this Agreement and other measures as may be ordered by appropriate state regulatory authorities. On a regular basis BellSouth will provide Sprint with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, Sprint will pay all bills received from BellSouth in full by the payment due date.
- 2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.
 - 2.3.1 Each Party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.
 - 2.3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the Bill Date. The month being closed represents those charges that were billed or should have been billed by the designated Bill Date.

3. Bona Fide Billing Disputes

- 3.1 A Bona Fide Billing Dispute means a dispute of a specific amount of money actually billed by BellSouth. The dispute must be clearly explained by Sprint and supported by written documentation from Sprint, which clearly shows the basis for Sprint's dispute of the charges. The dispute must be itemized to show the Q account and end user identification number against which the disputed amount applies. By way of example and not by limitation, a Bona Fide Dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the

dispute, nor shall a Bona Fide Dispute include the refusal to pay other amounts owed by Sprint until the dispute is resolved. Claims by Sprint for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Section 3.1. Once the Bona Fide Dispute is resolved by BST, Sprint will make immediate payment on any of the disputed amount owed to BST or BST shall have the right to pursue normal treatment procedures. Any credits due to Sprint, pursuant to the Bona Fide Dispute, will be applied to the Sprint's account by BST immediately upon resolution of the dispute.

- 3.2 Where the Parties have not agreed upon a billing quality assurance program, Bona Fide Billing Disputes shall be handled pursuant to the terms of this section.
- 3.2.1 Each Party agrees to notify the other Party in writing upon the discovery of a Bona Fide Billing Dispute. In the event of a Bona Fide Billing Dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. . If BellSouth rejects Sprint's Bona Fide Billing Dispute, BellSouth assumes the responsibility to provide Sprint with adequate justification for such rejection. Resolution of the Bona Fide Billing Dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:
 - 3.2.2 If the Bona Fide Billing Dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the Bona Fide Billing Dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.
 - 3.2.3 If the Bona Fide Billing Dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.
- 3.3 If a Party disputes charges and the Bona Fide Billing Dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges. Accordingly, if a Party disputes charges and the Bona Fide Billing Dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.
- 3.4 Late payment charges will be assessed and paid in accordance with section 1.6 of this Attachment.

4. Audits and Examinations

Audits and examinations related to billing will be conducted in accordance with Section 22 of the General Terms and Conditions of this Agreement.

5. RAO Hosting

- 5.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Sprint by BellSouth will be in accordance the Sprint / BellSouth Contract Provisions for RAO Hosting and ICS effective April 23, 1999, which is incorporated herein by reference, or as subsequently modified by the Parties.

6. Billing Performance Measurements

In the event that the Parties do not agree upon a billing quality assurance program, billing standard measurement and performance requirements will be handled in accordance with Attachment 9 of this Agreement.

7. Recording Failures

- 7.1 When BellSouth carries or switches calls and fails to record, when appropriate, regardless of whether Sprint or BellSouth are performing the billing function, BellSouth shall notify Sprint of the amount of estimated Sprint revenue in accordance with Section 7.3. BellSouth shall compensate Sprint for this lost revenue. Such compensation shall be net of revenue BellSouth demonstrates it would have received for services provided to Sprint, but for which BellSouth could not render bills as a result of any recording failure(s).
- 7.1.1 BellSouth shall include the amount of unbillable Sprint revenue that is attributable to failures to record, within three (3) bill periods.
- 7.2 Lost, Damaged, Destroyed Message Data
- 7.2.1 When Sprint message data are lost, damaged, or destroyed as a result of BellSouth error or omission when BellSouth is performing the billing and/or recording function, and the data cannot be recovered or resupplied in time for the time period during which messages can be billed according to legal limitations, or such other time periods that may be agreed to by the Parties within the limitations of the law, BellSouth shall notify Sprint of the amount of estimated Sprint revenue in accordance with Section 7.3 and BellSouth shall compensate Sprint for this lost revenue.
- 7.2.2 When Sprint message data are lost, damaged, or destroyed as a result of BellSouth error or omission when Sprint is performing the billing and/or recording function, and the data cannot be recovered or resupplied in time for the time period during which messages can be billed according to legal limitations, or such other time periods that

may be agreed to by the Parties within the limitations of the law, BellSouth shall notify Sprint of the amount of estimated Sprint revenue in accordance with Section 7.3 of this Attachment, and BellSouth shall compensate Sprint for the net loss to Sprint.

- 7.2.3 BellSouth shall notify Sprint in advance of the date of monthly billing statement that shall contain such adjustments. BellSouth shall provide sufficient information to allow Sprint to analyze the data.

7.3 Recording Quality

7.3.1 Material Loss

BellSouth shall review its daily controls to determine if data has been lost. BellSouth shall use the same procedures to determine a Sprint material loss as it uses for itself. The message threshold used by BellSouth to determine a material loss of its own messages will also be used to determine a material loss of Sprint messages. When it is known that there has been a loss, actual message and minute volumes should be reported if possible. Where actual data are not available, a full day shall be estimated for the recording entity as outlined in the paragraph below titled Estimating Volumes. The loss is then determined by subtracting recorded data from the estimated total day business.

7.3.2 Complete Loss

Estimated message and minute volumes for each loss consisting of an entire/tape or file lost in transit, lost after receipt, degaussed before processing, received blank or unreadable, etc. shall be reported. Also the loss of one or more boxes of operator tickets shall be estimated and reported if applicable.

7.3.3 Estimated Volumes

From message and minute volume reports for the entity experiencing the loss, BellSouth shall secure message/minute counts for the corresponding day of the weeks for four (4) weeks preceding the week following that in which the loss occurred. BellSouth shall apply the appropriate Average Revenue Per Message (ARPM) to the estimated message volume to arrive at the estimated lost revenue.

Exceptions:

- A. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use an additional number of weeks in order to procure volumes for two (2) non-holidays.

B. If the call or usage data lost represents calls or usage on a weekday which is a holiday (except Christmas and Mother's Day), use volumes from the preceding and following Sunday.

C. If the call or usage data lost represents calls or usage on Mother's Day or Christmas, use volumes from that day in the preceding year (if available).

D. In the selection of corresponding days for use in developing estimates, consideration shall be given to other conditions which may affect call volumes such as tariff changes, weather and local events (conventions, festivals, major sporting events, etc.) in which case the use of other days may be more appropriate.

7.4 Unbillable Compensation

7.4.1 BellSouth liability for such unbillables shall be limited to instances of error or omission, including but not limited to, the acts or omissions of BellSouth employees, agents and contractors, and the failures of BellSouth hardware, software and other BellSouth equipment.

7.4.2 The term "unbillable" refers to a message or service that cannot be billed to the correct Sprint customer.

7.4.3 BellSouth shall include Unbillables as a result of Recording Failure, or Lost, Damaged, or Destroyed Data on the monthly billing statement.

8. Optional Daily Usage File

8.1 The BellSouth Optional Daily Usage File (ODUF) provides electronic billing data for billable messages carried over the BellSouth network, processed in the BellSouth CRIS billing system and originated from a Sprint customer. ODUF contains messages alternately billed to a Sprint customer when using UNE, Resale and Interim Number Portability services. ODUF also includes electronic billing data for operator handled calls originating from Sprint's subscriber lines if Sprint purchases Operator Services from BellSouth.

8.2 Upon written request from Sprint, BellSouth will provide the Optional Daily Usage File (ODUF) service to Sprint pursuant to the terms and conditions set forth in this section.

8.3 Sprint shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

- 8.4 Charges for delivery of the Optional Daily Usage File will appear on Sprints' monthly bills. The charges are as set forth in Exhibit A to this Attachment.
- 8.5 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 8.6 EMI compliant messages that error in the billing system of Sprint will be the responsibility of the Sprint. Any messages that are duplicates, misdirected or are non-EMI compliant should be handled through the existing Bona Fide Billing Dispute process described in Section 3 of this Attachment. BellSouth will work with Sprint to determine the source of the errors and the appropriate resolution.
- 8.7 The following specifications shall apply to the Optional Daily Usage Feed.
- 8.7.1 Usage To Be Transmitted
- 8.7.1.1 The following messages recorded by BellSouth will be transmitted to Sprint:
- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
 - Measured billable Local
 - Directory Assistance messages
 - IntraLATA Toll
 - WATS & 800 Service

 - N11
 - Information Service Provider Messages
 - Operator Services Messages
 - Operator Services Message Attempted Calls (Network Element only)
 - Credit/Cancel Records
 - Usage for Voice Mail Message Service
- 8.7.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 8.7.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Sprint.
- 8.7.1.4 In the event that Sprint detects a duplicate on Optional Daily Usage File they receive from BellSouth, Sprint shall handle such duplicate message through the Bona Fide Billing Dispute process. Sprint shall not return the duplicate message to BellSouth.

8.7.2 Physical File Characteristics

8.7.2.1 The Optional Daily Usage File will be distributed to Sprint via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

8.7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Sprint for the purpose of data transmission. Where a dedicated line is required, Sprint will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Sprint will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Sprint. Additionally, all message toll charges associated with the use of the dial circuit by Sprint will be the responsibility of Sprint. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Sprint end for the purpose of data transmission will be the responsibility of Sprint.

8.7.3 Packing Specifications

8.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

8.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Sprint which BellSouth RAO that is sending the message. BellSouth and Sprint will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Sprint and resend the data as appropriate.

The data will be packed using ATIS EMI records.

8.7.4 Pack Rejection

8.7.4.1 Sprint will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS

EMI Error Codes will be used. Sprint will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Sprint by BellSouth.

8.7.5 Control Data

Sprint will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Sprint received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Sprint for reasons stated in the above section.

8.7.6 Testing

- 8.7.6.1 Upon request from Sprint, BellSouth shall send test files to Sprint for the Optional Daily Usage File. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that Sprint set up a production (LIVE) file. The live test may consist of Sprint's employees making test calls for the types of services Sprint requests on the Optional Daily Usage File. These test calls are logged by Sprint, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

9. Access Daily Usage File

- 9.1. Upon written request from Sprint, BellSouth will provide the Access Daily Usage File (ADUF) service to Sprint pursuant to the terms and conditions set forth in this section.
- 9.2 The Sprint shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.
- 9.3 The Access Daily Usage Feed will contain access messages associated with a port that Sprint has purchased from BellSouth
- 9.4 Charges for delivery of the Access Daily Usage File will appear on the Sprints' monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 9.5 EMI compliant messages that error in the billing system of Sprint will be the responsibility of Sprint. Any messages that are duplicates, misdirected or are non-EMI compliant should be handled through the existing Bona Fide Billing Dispute

process. BellSouth will work with Sprint to determine the source of the errors and the appropriate resolution.

9.6 Usage To Be Transmitted

9.6.1 The following messages recorded by BellSouth will be transmitted to Sprint:

Interstate and intrastate access records associated with a port.

Undetermined jurisdiction access records associated with a port.

9.6.2 When Sprint purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from Network Element and carried by Interexchange Carrier:

BellSouth will bill network element to Sprint and send access record to Sprint via ADUF

Originating from network element and carried by BellSouth (Sprint is BellSouth's toll customer):

BellSouth will bill resale toll rates to Sprint and send toll record for the end user toll billing purposes via ODUF (Optional Daily Usage File).

Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to Sprint and send access record to Sprint.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to Sprint and send access record to Sprint.

9.6.3 BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to Sprint.

9.6.4 In the event that Sprint detects a duplicate on the Access Daily Usage File they receive from BellSouth, Sprint will handle such duplicate messages through the Bona Fide Billing Dispute process. Sprint shall not return the duplicate message to BellSouth.

9.6.5 Physical File Characteristics

- 9.6.5.1 The Access Daily Usage File will be distributed to Sprint via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 9.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and Sprint for the purpose of data transmission. Where a dedicated line is required, Sprint will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Sprint will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Sprint. Additionally, all message toll charges associated with the use of the dial circuit by Sprint will be the responsibility of Sprint. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Sprint end for the purpose of data transmission will be the responsibility of Sprint.

9.6.6 Packing Specifications

- 9.6.6.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 9.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Sprint which BellSouth RAO that is sending the message. BellSouth and Sprint will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Sprint and resend the data as appropriate.

The data will be packed using ATIS EMI records.

9.6.7 Pack Rejection

- 9.6.7.1 Sprint will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. Sprint will not be required to return the actual rejected

data to BellSouth. Rejected packs will be corrected and retransmitted to Sprint by BellSouth.

9.6.8 Control Data

Sprint will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Sprint received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Sprint for reasons stated in the above section.

9.6.9 Testing

- 9.6.9.1 Upon request from Sprint, BellSouth shall send test files to Sprint for the Access Daily Usage File. Testing shall consist of actual calls made from live accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.

10. Enhanced Optional Daily Usage File

- 10.1 Upon written request from Sprint, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Sprint pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
- 10.2 The Sprint shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
- 10.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
- Charges for delivery of the Enhanced Optional Daily Usage File will appear on the Sprint's monthly bills. The charges are as set forth in Exhibit A to this Attachment.
- 10.4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 10.5 Messages that error in the billing system of Sprint will be the responsibility of Sprint. If, however, Sprint should encounter significant volumes of errored messages that prevent processing by Sprint within its systems, BellSouth will work with Sprint to determine the source of the errors and the appropriate resolution.
- 10.6 The following specifications shall apply to the Optional Daily Usage Feed.

10.6.1 Usage To Be Transmitted

- 10.6.1.1 The following messages recorded by BellSouth will be transmitted to Sprint:

Customer usage data for flat rated local call originating from Sprint end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

- 10.6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Sprint.
- 10.6.1.3 In the event that Sprint detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, Sprint will drop the duplicate message (Sprint will not return the duplicate to BellSouth).

10.6.2 Physical File Characteristics

- 10.6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to Sprint over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among Sprint's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
- 10.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Sprint for the purpose of data transmission. Where a dedicated line is required, Sprint will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Sprint will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Sprint.

Additionally, all message toll charges associated with the use of the dial circuit by Sprint will be the responsibility of Sprint. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Sprint end for the purpose of data transmission will be the responsibility of Sprint.

10.6.3 Packing Specifications

10.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

10.6.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Sprint which BellSouth RAO that is sending the message. BellSouth and Sprint will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Sprint and resend the data as appropriate.

The data will be packed using ATIS EMI records.

RATES OPEN TO SPRINT

BELLSOUTH/SPRINT RATES
ODUF/EOUF/ADUF/CMDS

RATES BY STATE										
	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
DESCRIPTION										
ODUF/EOUF/ADUF/CMDS										
ODUF: Recording, per message	N/A	\$0.0002	\$0.0008	\$0.0008	\$0.0008611	\$0.00019	\$0.0001179	\$0.0008	\$0.0002862	\$0.0008
ODUF: Message Processing, per message	N/A	\$0.0033	\$0.0004	\$0.0004	\$0.0032357	\$0.0024	\$0.0032089	\$0.0004	\$0.0032344	\$0.0004
EOUF: Message Processing, per message	N/A	\$0.0004	\$0.0004	\$0.0004	\$0.0004	\$0.0004	\$0.0004	\$0.0004	\$0.0004	\$0.0004
ADUF: Message Processing, per message	N/A	\$0.0004	\$0.0004	\$0.0004	\$0.0004	\$0.0004	\$0.0004	\$0.0004	\$0.0004	\$0.0004
CMDS: Message Processing, per message	N/A	\$0.0004	\$0.0004	\$0.0004	\$0.0004	\$0.0004	\$0.0004	\$0.0004	\$0.0004	\$0.0004
CMDS: Message Processing, per magnetic tape provisioned	N/A	\$55.19	\$54.95	\$54.95	\$55.68	\$47.30	\$54.62	\$54.95	\$54.72	\$54.95
EOUF: Message Processing, per magnetic tape provisioned	N/A	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30
EOUF: Message Processing, per magnetic tape provisioned	N/A	\$0.00004	\$0.0001	\$0.0001	\$0.0000365	\$0.00003	\$0.0000354	\$0.0001	\$0.0000357	\$0.0001
EOUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364
EOUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.0001	\$0.0001	\$0.0001	\$0.0001	\$0.0001	\$0.0001	\$0.0001	\$0.0001	\$0.0001
ADUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.0001	\$0.0001	\$0.0001	\$0.0001	\$0.0001	\$0.0001	\$0.0001	\$0.0001	\$0.0001
CMDS: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.0001	\$0.0001	\$0.0001	\$0.0001	\$0.0001	\$0.0001	\$0.0001	\$0.0001	\$0.0001

NOTES:

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.

LICENSE AGREEMENT

for

RIGHTS OF WAY (ROW), CONDUITS, AND POLE ATTACHMENTS

Dated: _____ , _____

Between

BELLSOUTH TELECOMMUNICATIONS, INC.
(Licensor)

And

Sprint's legal name to be inserted
(Licensee)

Sprint desires to conduct business in the following area(s):

☐ AL ☐ KY ☐ LA ☐ MS ☐ TN ☐ FL ☐ GA ☐ NC ☐ SC

or

☐ BellSouth Region

BELLSOUTH License Agreement Number - _____

C O N T E N T S (not final)

SECTION	PAGE
1 Definitions	1
2 Scope of Agreement	5
3 Requirements and Specifications	9
4 Additional Legal Requirements	16
5 Facilities and Licenses	17
6 Make-Ready Work	18
7 Application Forms and Fees	19
8 Processing of Applications	22
9 Issuance of Licenses	23
10 Construction of Sprint's Facilities	24
11 Use and Routine Maintenance of Sprint's Facilities	26
12 Modification and Replacement of Sprint's Facilities	28
13 Rearrangement of Facilities at request of Another	28
14 Emergency Repairs and Pole Replacements	30
15 Inspection by BellSouth of Sprint's Facilities	30
16 Notice of Noncompliance	31
17 Unauthorized Occupancy or Utilization of BellSouth's Facilities	32
18 Removal of Sprint's Facilities	33
19 Fees, Charges, and Billing	33
20 Advance Payment and Imputation	34
21 Assurance of Payment	34
22 Insurance	35
23 Indemnification	36
24 Authorization Not Exclusive	38
25 Assignment of Rights	38
26 Failure to Enforce	38
27 Term of Agreement	38
28 Supersedure of Agreement(s)	39

APPENDICES

- I Schedule of Fees, Charges, and Attachment Transfer Rate Schedule
- II Records Maintenance Centers

EXHIBITS

- I Administrative Forms and Notices

RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

This Attachment, together with the General Terms and Conditions Sections of this Agreement, sets forth the terms and conditions under which BellSouth shall afford to Sprint access to BellSouth's Poles, Ducts, Conduits and Rights-of-Way, pursuant to the Act

1. DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this Attachment shall, as used herein, have the meanings set forth in this Section 1.

1.1 Anchor. The term Anchor refers to a device, structure, or assembly which stabilizes a Pole and holds it in place. An Anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the Pole. The term Anchor does not include the guy strand which connects the Anchor to the Pole and includes only those Anchors which are owned by BellSouth, as distinguished from Anchors which are owned and controlled by other persons or entities.

1.2 Anchor/Guy Strand. The term Anchor/Guy Strand refers to supporting wires, typically stranded together, or other devices attached to a Pole and connecting that Pole to an Anchor or to another Pole for the purpose of increasing Pole stability. The term Anchor/Guy Strand includes, but is not limited to, strands sometimes referred to as Anchor strands, down guys, guy strands, and Pole-to-Pole guys.

1.3 Application. The process of requesting information related to records, Pole and/or Conduit availability, or make-ready requirements for BellSouth owned or controlled Facilities. Each Application is limited in size to a maximum of (1) 100 consecutive Poles or (2) 10 consecutive Manhole sections or 5000 feet, whichever is greater. The Application includes (but is not limited to) request for records, records investigation and/or a field investigation, and Make-Ready Work.

1.4 Communications Act of 1934. The terms Communications Act of 1934 and Communications Act refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151 et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in 1.23 following.

- 1.5 Assigned. The term Assigned, when used with respect to Conduit or Duct space or Poles, refers to any space in such Conduit or Duct or on such Pole that is occupied by a telecommunications service provider or a municipal or other governmental authority. To ensure the judicious use of Poles and Conduits, space Assigned to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being Assigned.
- 1.6 Available. The term Available, when used with respect to Conduit or Duct space or Poles, refers to any usable space in such Conduit or Duct or on such Pole not Assigned to a specific provider at the applicable time.
- 1.7 Conduit. The term Conduit means a structure containing one or more Ducts, usually placed in the ground, in which cables or wires may be installed.
- 1.8 Conduit Occupancy. The terms Conduit Occupancy and Occupancy refer to the presence of wire, cable, optical conductors, or other Facilities within any portion of BellSouth's Conduit System.
- 1.9 Conduit System. The term Conduit System refers to any combination of Ducts, Conduits, Manholes, and Handholes joined to form an integrated whole. In this Agreement, the term refers to Conduit Systems owned or controlled by BellSouth.
- 1.10 Cost. The term Cost as used herein refers to charges made by BellSouth to Sprint for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in the Price Schedule of the General Terms and Conditions of BellSouth.
- 1.11 Duct. The term Duct refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other Facilities. As used in this Agreement, the term Duct includes Inner-ducts created by subdividing a Duct into smaller channels.
- 1.12 Facilities. The terms facility and Facilities refer to any property or equipment utilized in the provision of telecommunication services.
- 1.13 The acronym FCC refers to the Federal Communications Commission.
- 1.14 Handholes. The term Handhole refers to an enclosure, usually below ground level, used for the purpose of installing, operating, and maintaining Facilities in a Conduit. A Handhole is too small to permit personnel to physically enter.
- 1.15 Inner-Duct. The term Inner-duct refers to a pathway created by subdividing a Duct into smaller channels.
- 1.16 Joint User. The term Joint User refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of Facilities owned by each party to the Poles, Ducts, Conduits and Rights-of-Way owned by the other party.

- 1.17 Lashing. The term Lashing refers to the attachment of a Sprint's Sheath or Inner-duct to a supporting strand.
- 1.18 License. The term License refers to any License issued pursuant to this Agreement and may, if the context requires, refer to Conduit Occupancy or Pole attachment Licenses issued by BellSouth prior to the date of this Agreement.
- 1.19 Licensee. The term Licensee refers to a third person or entity which has entered or may enter into an agreement or arrangement with BellSouth permitting such person or entity to place its Facilities in BellSouth's Conduit System or attach its Facilities to BellSouth's Poles or Anchors.
- 1.20 Make-Ready Work. The term Make-Ready Work refers to all work performed or to be performed to prepare BellSouth's Conduit Systems, Poles or Anchors and related Facilities for the requested Occupancy or attachment of Sprint's Facilities. Make-Ready Work includes, but is not limited to, clearing obstructions (e.g., by rodding Ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing Facilities on a Pole or in a Conduit System where such work is required solely to accommodate Sprint's Facilities and not to meet BellSouth's business needs or convenience. Make-Ready Work may require "dig-ups" of existing Facilities and may include the repair, enlargement or modification of BellSouth's Facilities (including, but not limited to, Conduits, Ducts, Handholes and Manholes) or the performance of other work required to make a Pole, Anchor, Conduit or Duct usable for the initial placement of Sprint's Facilities.
- 1.21 Manhole. The term Manhole refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete Manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining Facilities in a Conduit.
- 1.22 Occupancy. The term occupancy shall refer to the physical presence of telecommunication Facilities in a Duct, on a Pole, or within a Right-of-way.
- 1.23 **Owner. The term Owner is defined as the person in whom is vested the ownership, or title of property; proprietor.**
- 1.24 Person Acting on Sprint's Behalf. The terms Person Acting on Sprint's Behalf, personnel performing work on Sprint's behalf, and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on Sprint's Behalf, personnel performing work on Sprint's behalf, and similar terms specifically include, but are not limited to, Sprint, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Sprint and their respective officers, directors, employees, agents, and representatives.

- 1.25 Person Acting on BellSouth's Behalf. The terms Person Acting on BellSouth's Behalf, personnel performing work on BellSouth's behalf, and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms Person Acting on BellSouth's Behalf, personnel performing work on BellSouth's behalf, and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.
- 1.26 Pole. The term Pole refers to both utility Poles and Anchors but only to those utility Poles and Anchors owned or controlled by BellSouth, and does not include utility Poles or Anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.
- 1.27 Pole Attachment Act. The terms Pole Attachment Act and Pole Attachment Act of 1978 refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.
- 1.28 Pre-License Survey. The term Pre-License Survey refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a Pole or in a Conduit or Conduit System (including Manholes and Handholes) to accommodate Sprint's Facilities and to determine what Make-Ready Work, if any, is required to prepare the Pole, Conduit or Conduit System to accommodate Sprint's Facilities.
- 1.29 Right-of-Way (ROW). The term Right-of-Way refers to the right to use the land or other property of another party to place Poles, Conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 1.30 Sheath. The term Sheath refers to a single outer covering containing communications wires, fibers, or other communications media.
- 1.31 Spare Capacity. The term Spare Capacity refers to any Poles, Conduit, Duct or Inner-duct not currently Assigned or subject to a pending Application for attachment/Occupancy. Spare capacity does not include an Inner-duct (not to exceed one Inner-duct per party) reserved by BellSouth, Sprint, or a Third Party for maintenance, repair, or emergency restoration.
- 1.32 Intentionally left blank.

- 1.33 **Third Party.** The terms **Third Party** and **third parties** refer to persons and entities other than Sprint and BellSouth. Use of the term **Third Party** does not signify that any such person or entity is a party to this Agreement or has any contractual rights hereunder.

2. **SCOPE OF AGREEMENT**

- 2.1 **Undertaking of BellSouth.** BellSouth shall provide Sprint with equal and nondiscriminatory access to Poles, Conduits, Ducts, and Rights-of-Way on terms and conditions equal to those provided by BellSouth to itself or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of such Facilities to Sprint because of the potential or forecasted needs of itself or other parties.
- 2.2 **Attachments and Occupancies Authorized by this Agreement.** BellSouth shall issue one or more Licenses to Sprint authorizing Sprint to attach Facilities to BellSouth's owned or controlled Poles and to place Facilities within BellSouth's owned or controlled Conduits, Ducts or Rights-of-Way under the terms and conditions set forth in this Section and the Telecommunications Act of 1996.
- 2.2.1 Unless otherwise provided herein, authority to attach Facilities to BellSouth's owned or controlled Poles, to place Facilities within BellSouth's owned or controlled Conduits, Ducts or Rights-of-Way shall be granted only in individual Licenses granted under this Agreement and the placement or use of such Facilities shall be determined in accordance with such Licenses and procedures established in this Agreement.
- 2.2.2 Sprint agrees that its attachment of Facilities to BellSouth's owned or controlled Poles, Occupancy of BellSouth's owned or controlled Conduits, Ducts or Rights-of-Way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such Licenses.
- 2.2.3 Sprint may not sublease or otherwise authorize any Third Party to use any part of the BellSouth Facilities licensed to Sprint under this Attachment, except that Sprint may lease its own Facilities to third parties. **Notwithstanding the above, upon notice to BellSouth, Sprint may permit Third Parties who have an agreement with BellSouth to overlash to existing Sprint attachments in accordance with the terms and conditions of such Third Party's agreement with BellSouth, and Sprint may lease dark fiber to a Third Party.**

- 2.3 Licenses. Subject to the terms and conditions set forth in this Agreement, BellSouth shall issue to Sprint one or more Licenses authorizing Sprint to place or attach Facilities in or to specified Poles, Conduits, Ducts or Rights-of-Way owned or controlled by BellSouth located within this state on a first come, first served basis. BellSouth may deny a License Application if BellSouth determines that the Pole, Conduit or Duct space specifically requested by Sprint is necessary to meet BellSouth's plans that are anticipated/projected for the next 1-year planning period, or is licensed by BellSouth to another Licensee, or is otherwise unavailable based on engineering concerns. BellSouth shall provide written notice to Sprint within a reasonable time specifying in detail the reasons for denying Sprint's request. BellSouth shall have the right to designate the particular Duct(s) to be occupied, the location and manner in which Sprint's Facilities will enter and exit BellSouth's Conduit System and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the Conduit System.
- 2.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford Sprint access to and use of all associated Rights-of-Way to any sites where BellSouth's owned or controlled Poles, Manholes, Conduits, Ducts or other parts of BellSouth's owned or controlled Conduit Systems are located.
- 2.4.1 BellSouth shall provide Sprint with access to and use of such Rights-of-Way to the same extent and for the same purposes that BellSouth may access or use such Rights-of-Way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove Facilities for which Pole attachment, Conduit Occupancy, or ROW use Licenses have been issued, provided that any agreement with a Third Party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.
- 2.4.2 Where BellSouth notifies Sprint that BellSouth's agreement with a Third Party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, upon Sprint's request, BellSouth will use its best efforts to obtain the Owner's consent and to otherwise secure such rights for Sprint. Sprint agrees to reimburse BellSouth for the reasonable and demonstrable Costs incurred by BellSouth in obtaining such rights for Sprint.
- 2.4.3 In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in 2.4.1 and BellSouth, despite its best efforts, is unable to secure such access and use rights for Sprint in accordance with 2.4.2, or, in the case where Sprint elects not to invoke its rights under 2.4.1 or 2.4.2, Sprint shall be responsible for obtaining such permission to access and use such Rights-of-Way. BellSouth shall cooperate with Sprint in obtaining such permission and shall not prevent or delay any Third Party assignment of ROW's to Sprint.

- 2.4.4 Where BellSouth has any ownership or Rights-of-Way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to Sprint through a License or other attachment:
- 2.4.4.1 The right to use any Available space owned or controlled by BellSouth in the building or building complex to install Sprint equipment and Facilities; and
- 2.4.4.2 Ingress and egress to such space.
- 2.4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Agreement nor any License granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private Rights-of-Way, and nothing contained in this Agreement or in any License granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private Rights-of-Way.
- 2.5 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Agreement or in any License issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any Poles, Conduit or Ducts to or in which Sprint has attached or placed Facilities pursuant to Licenses issued under this Agreement provided however that BellSouth shall give Sprint reasonable advance written notice of such intent to convey.
- 2.6 No Effect on BellSouth's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
- 2.6.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own Facilities within BellSouth's Conduits, Ducts or rights-of way or any of BellSouth's Facilities attached to BellSouth's Poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
- 2.6.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their Facilities to or in BellSouth's Poles, Conduits or Ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with Sprint's Pole attachment, Conduit Occupancy or ROW use, rights provided by Licenses issued pursuant to this Agreement.

- 2.7 No Effect on Sprint's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with Sprint's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or Licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
- 2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own Facilities within BellSouth's Conduits, Ducts or Rights-of-Way or its Facilities attached to BellSouth's Poles at any time and in any reasonable manner which Sprint deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
- 2.7.2 To enter into new agreements or arrangements with other persons or entities permitting Sprint to attach or place its Facilities to or in such other persons' or entities' Poles, Conduits or Ducts, or Rights-of-Way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with Sprint's obligations under Licenses issued pursuant to this Agreement.
- 2.8 No Right to Interfere with Facilities of Others. The provisions of this Agreement or any License issued hereunder shall not be construed as authorizing either party to this Agreement to rearrange or interfere in any way with any of the other party's Facilities, with the Facilities of other persons or entities, or with the use of or access to such Facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Agreement or any License issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.
- 2.8.1 Sprint acknowledges that the Facilities of persons or entities other than BellSouth and Sprint may be attached to or occupy BellSouth's Poles, Conduits, Ducts and Rights-of-Way.
- 2.8.2 BellSouth shall not attach, or give permission to any third parties to attach Facilities to, existing Sprint Facilities without Sprint's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to Sprint Facilities, BellSouth shall notify Sprint of any such unauthorized attachments. BellSouth shall coordinate with Sprint, and BellSouth shall use its best efforts to rectify the situation.

- 2.8.3 With respect to Facilities occupied by Sprint or the subject of an Application for attachment by Sprint, BellSouth will give to Sprint 60 calendar days' written notice for Conduit extensions or reinforcements, 60 calendar days' written notice for Pole line extensions, 60 calendar days' written notice for Pole replacements, and 60 calendar days' written notice of BellSouth's intention to construct, reconstruct, expand or place such Facilities or of BellSouth's intention not to maintain or use any existing facility. Where BellSouth elects to abandon or remove BellSouth Facilities, the Facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The party first electing to exercise this option will be required to execute the appropriate agreement with BellSouth to transfer (purchase agreement) ownership from BellSouth to new party, subject to then-existing Licenses pertaining to such Facilities. If no party elects to maintain such Facilities, all parties will be required to remove their existing Facilities within ninety (90) calendar days of written notice from BellSouth. If an emergency or provisions of an applicable joint use agreement require BellSouth to construct, reconstruct, expand or replace Poles, Conduits or Ducts occupied by Sprint or the subject of an Application for attachment by Sprint, BellSouth will notify Sprint as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Sprint, if it so desires, to request that a Pole, Conduit or Duct of greater height or capacity be utilized to accommodate an anticipated facility need of Sprint.
- 2.8.4 Upon Sprint's request and at its expense, BellSouth shall remove any retired cable from Conduit Systems to accommodate Sprint's Facilities and allow for the efficient use of Conduit space within a reasonable period of time. **BellSouth retains salvage rights on any cable removed. In order to safeguard its structures and Facilities, BellSouth reserves the right to remove retired cables and is under no obligation to allow Licensee the right to remove such cables. Based on sound engineering judgement, there may be situations where it would neither be feasible nor practical to remove retired cables.** If the parties are unable to agree, on such removal arrangements, the matter may be resolved pursuant to the Dispute Resolution procedure set forth in the General Terms and Conditions of this Agreement.
- 2.8.5 **BellSouth shall allow Sprint to reserve spares and space for maintenance and emergency purposes as permitted by federal or state legal or regulatory authority.**
- 2.9 Assignment of Space. Assignment of space on Poles, in Conduits or Ducts and within ROW's will be made pursuant to Licenses granted by BellSouth on an equal basis to BellSouth, Sprint and other telecommunication service providers.

3. REQUIREMENTS AND SPECIFICATIONS

- 3.1 Published Standards Incorporated in this Section by Reference. Sprint agrees that its Facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Section :
- 3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Telcordia Technologies, f/k/a Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";
- 3.1.2 The National Electrical Code (NEC); and
- 3.1.3 The National Electrical Safety Code (NESC).
- 3.2 Changes in Published Standards. Sprint agrees to rearrange its Facilities in accordance with changes in the standards published in the publications specified in Article 3.1 of this Agreement if required by law to do so or upon the mutual agreement of the parties.
- 3.3 Additional Electrical Design Specifications. Sprint agrees that, in addition to specifications and requirements referred to in Article 3.1 above, Sprint's Facilities placed in BellSouth's Conduit System shall meet all of the following electrical design specifications:
- 3.3.1 No facility shall be placed in BellSouth's Conduit System in violation of FCC regulations.
- 3.3.2 Sprint's Facilities placed in BellSouth's Conduit System shall not be designed to use the earth as the sole conductor for any part of Sprint's circuits.
- 3.3.3 Sprint's Facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded Sheath or shield.
- 3.3.4 No coaxial cable of Sprint shall occupy a Conduit System containing BellSouth's cable unless such cable of Sprint meets the voltage limitations of Article 820 of the National Electrical Code.
- 3.3.5 Sprint's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer Sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer Sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

- 3.3.6 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new Facilities shall be compatible with the other party's Facilities so as not to damage any Facilities of the other party by corrosion or other chemical reaction.
- 3.4 Additional Physical Design Specifications. Sprint's Facilities placed in BellSouth's Conduit System must meet all of the following physical design specifications:
- 3.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's Conduit or Ducts.
- 3.4.2 The integrity of BellSouth's Conduit System and overall safety of BellSouth's personnel and other personnel working in BellSouth's Conduit System requires that "dielectric cable" be required when Sprint's cable facility utilizes an alternative Duct or route that is shared in the same trench by any current carrying facility of a power utility.
- 3.4.3 New construction splices in Sprint's fiber optic and twisted pair cables shall be located in Manholes, pull boxes or Handholes.
- 3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of Sprint's Conduit to BellSouth's Conduit System:
- 3.5.1 Sprint will be permitted to connect its Conduit or Duct only at the point of a BellSouth Manhole. No attachment will be made by entering or breaking into Conduit between Manholes. All necessary work to install Sprint Facilities will be performed by Sprint or its contractor at Sprint's expense. In no event shall Sprint or its contractor "core bore" or make any other modification to BellSouth Manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.
- 3.5.2 BellSouth may monitor, at Sprint's expense, the entrance and exit of Sprint's Facilities into BellSouth's Manholes and the placement of Sprint's Facilities in BellSouth's Manholes.
- 3.5.3 If Sprint constructs or utilizes a Duct connected to BellSouth's Manhole, the Duct and all connections between that Duct and BellSouth's Manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's Conduit System. If Sprint's Duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's Conduit System.

- 3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant Sprint access to BellSouth's Conduit Systems may be performed by BellSouth at Sprint's expense at charges which represent BellSouth's actual Costs. Alternatively (at Sprint's option) such work may be performed by a contractor who demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with F.C.C. rules. The parties acknowledge that Sprint, its contractors, and other persons acting on Sprint's behalf will perform work for Sprint (e.g., splicing Sprint's Facilities) within BellSouth's Conduit System. Sprint represents and warrants that neither Sprint nor any Person Acting on Sprint's Behalf shall permit any person to climb or work on or in any of BellSouth's Poles or to enter BellSouth's Manholes or work within BellSouth's Conduit System unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Pole or the Conduit Systems and to perform the work safely.
- 3.6.1 Sprint's Facilities within BellSouth's Conduit System shall be constructed, placed, rearranged, modified, and removed upon receipt of License specified in 5.1. However, no such License will be required for the inspection, maintenance, repair or non-physical modifications of Sprint's Facilities.
- 3.6.2 "Rodding" or clearing of Ducts in BellSouth's Conduit System shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld by BellSouth. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Sprint may contract with BellSouth for performance of such work or (at Sprint's option) with a contractor who demonstrates compliance with BellSouth certification requirements.
- 3.6.3 Personnel performing work on BellSouth's or Sprint's behalf in BellSouth's Conduit System shall not climb on, step on, or otherwise disturb the other party's or any Third Party's cables, air pipes, equipment, or other Facilities located in any Manhole or other part of BellSouth's Conduit System.
- 3.6.4 Personnel performing work on BellSouth's or Sprint's behalf within BellSouth's Conduit System (including any Manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.
- 3.6.5 All of Sprint's Facilities shall be firmly secured and supported in accordance with Telcordia Technologies, f/k/a Bell Communications Research, Inc. (BellCore") and industry standards.
- 3.6.6 Identification of Facilities in Conduit/Manholes. Sprint's Facilities shall be plainly identified with Sprint's name in each Manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own Facilities.

- 3.6.6.1 Identification of Pole Attachments. Sprint's Facilities attached to BellSouth Poles shall be plainly identified with Sprint's name firmly affixed at each Pole by a permanent tag that meets industry standards.**
- 3.6.7 Manhole pumping and purging required in order to allow Sprint's work operations to proceed shall be performed by a vendor approved by BellSouth in compliance with BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.
- 3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.
- 3.6.9 Any leak detection liquid or device used by Sprint or personnel performing work on Sprint's Facilities within BellSouth's Conduit System shall be of a type approved by BellSouth or Telcordia Technologies, f/k/a Bell Communications Research, Inc. (BellCore").
- 3.6.10 When Sprint or personnel performing work on Sprint's behalf are working within or in the vicinity of any part of BellSouth's Poles or Conduit System which is located within, under, over, or adjacent to streets, highways, alleys or other traveled Rights-of-Way, Sprint and all personnel performing work on Sprint's behalf shall follow procedures which Sprint deems appropriate for the protection of persons and property. Sprint shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Sprint will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. BellSouth shall have no responsibility for the safety of personnel performing work on Sprint's behalf, or for the safety of bystanders. Sprint also has responsibility for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend Sprint's activities on, in or in the vicinity of BellSouth's Poles or Conduit System if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Sprint or any personnel performing work on Sprint's behalf, which suspension shall cease when the condition has been rectified.
- 3.6.11 Except for protective screens, no temporary cover shall be placed by Sprint or personnel performing work on Sprint's behalf over an open Manhole unless it is at least four feet above the surface level of the Manhole opening.
- 3.6.12 Smoking or the use of any open flame is prohibited in BellSouth's Manholes, in any other portion of BellSouth's Conduit System, or within 10 feet of any open Manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.

- 3.6.13 Artificial lighting, when required, will be provided by Sprint. Only explosion-proof lighting fixtures shall be used.
- 3.6.14 Neither Sprint nor personnel performing work on Sprint's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's Conduit System (including any Manhole) during work operations performed within or in the vicinity of BellSouth's Conduit System.
- 3.6.15 Sprint will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's Manholes, in any other portions of BellSouth's Conduit System, or within 10 feet of any open Manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.
- 3.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's Manholes and the authority of BellSouth personnel present when work on Sprint's behalf is being performed within or in the vicinity of BellSouth's Conduit System.
- 3.7.1 BellSouth's Manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.
- 3.7.2 Sprint shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's Manholes.
- 3.7.3 Sprint shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes for Conduit work operations therein.
- 3.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of Sprint's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve Sprint or personnel performing work on Sprint's behalf of their responsibility to conduct all work operations within BellSouth's Conduit System in a safe and workmanlike manner.
- 3.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of Sprint's work at the work site, BellSouth's employee or agent shall have the authority to suspend Sprint's work operations within BellSouth's Conduit System if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Sprint or personnel performing work on Sprint's behalf.
- 3.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. Sprint agrees that:
- 3.8.1 Its Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;

3.8.2 All persons acting on Sprint's behalf, including but not limited to Sprint's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's Poles or Conduit System, comply with OSHA and all rules and regulations thereunder;

3.8.3 Sprint shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and

3.8.4 Sprint (and any Person Acting on Sprint's Behalf) may report unsafe conditions on, in or in the vicinity of BellSouth's Poles or Conduit System to BellSouth.

3.9 Compliance with Environmental Laws and Regulations. Sprint acknowledges that, from time to time, environmental contaminants may enter BellSouth's Conduit System and accumulate in Manholes or other Conduit Facilities and that certain Conduits (transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a Conduit for which Sprint has applied for or holds a License, BellSouth will promptly notify Sprint of such fact.

Notwithstanding any of BellSouth's notification requirements in this Attachment, Sprint acknowledges that some of BellSouth's Conduit is fabricated from asbestos-containing materials. Such Conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Until proven otherwise, Sprint will presume that all Conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to Sprint or personnel performing work on Sprint's behalf that BellSouth's Conduit System or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its Conduit Facilities. Sprint agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

3.9.1 Sprint's Facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 et. seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251 et. seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).

3.9.2 All persons acting on Sprint's behalf, including but not limited to Sprint's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's Poles or Conduit System, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

- 3.9.3 Sprint shall establish appropriate procedures and controls to assure compliance with all requirements of this section. BellSouth will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by BellSouth pursuant to this section will be provided in a timely manner.
- 3.9.4 Sprint and all personnel performing work on Sprint's behalf shall comply with such standards and practices as BellSouth and Sprint may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither Sprint nor BellSouth nor personnel performing work on either party's behalf shall discharge water or any other substance from any BellSouth Manhole or other Conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on BellSouth premises for storage or disposal.
- 3.10 Compliance with Other Governmental Requirements. Sprint agrees that its Facilities attached to BellSouth's Facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Sprint shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Sprint shall establish appropriate controls to assure such compliance by all persons acting on Sprint's behalf, including but not limited to, Sprint's employees, agents, contractors, and subcontractors.
- 3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Article 3, the most stringent standard or specification shall apply.

3.12

Sprint Solely Responsible for the Condition of Its Facilities. Sprint shall be responsible at all times for the condition of its Facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, BellSouth shall have no duty to Sprint to inspect or monitor the condition of Sprint's Facilities (including but not limited to splices and other Facilities connections) located within BellSouth's Conduit and Ducts or any attachment of Sprint's Facilities to BellSouth's Poles, Anchors, Anchor/Guy Strands or other Pole Facilities. BellSouth may, however, conduct such inspections and audits of its Poles and Conduit System as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Sprint violation of the requirements of this Agreement; and (2) inspection of Sprint Facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the Cost shall be borne by Sprint. Either party may audit the other party's compliance with the terms of this Section. Observed safety hazards or imminent facility failure conditions of another party shall be reported to the affected party where such party can be readily identified or, where not readily identifiable, shall be reported to BellSouth.

3.13

Efficient use of Conduit. BellSouth will install Inner-ducts to increase Duct space in existing Conduit as Facilities permit. The full complement of Inner-ducts will be installed which can be accommodated under sound engineering principles. The number of Inner-ducts which can reasonably be installed will be determined by BellSouth.

4.

ADDITIONAL LEGAL REQUIREMENTS

4.1

Third Party Property Owners. Licenses granted under this Attachment authorize Sprint to place Facilities in, or attach Facilities to, Poles, Conduits and Ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.

4.1.1

Sprint agrees that neither Sprint nor any persons acting on Sprint's behalf, including but not limited to Sprint's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's Poles or Conduit System, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the Owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Sprint's Facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Sprint's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

- 4.2 Required Permits, Certificates and Licenses. Sprint shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its Facilities on public or private property.
- 4.2.1 Sprint shall not attach or place its Facilities to or in BellSouth's Poles, Conduit or Duct located on any property for which it or BellSouth has not first obtained all required authorizations.
- 4.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay BellSouth's Pre-License Survey work.
- 4.3 Lawful Purposes. All Facilities placed by Sprint in BellSouth's Conduit and Ducts or on BellSouth's Poles, Anchors or Anchor/Guy Strands must serve a lawful purpose and the uses made of Sprint's Facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, Sprint shall not utilize any Facilities occupying or attached to BellSouth's Conduits, Ducts or Poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

5. FACILITIES AND LICENSES

- 5.1 Licenses Required. Before placing any Facilities in BellSouth's Conduits or Ducts or attaching any Facilities to BellSouth's Poles, Anchors or Anchor/Guy Strands, Sprint must first apply for and receive a written License from BellSouth.

5.2

Provision of Records and Information to Sprint. In order to obtain information regarding Facilities, Sprint shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which Facilities are required, the types and quantities of the required Facilities and the required in-service date. In response to such request, BellSouth shall provide Sprint with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of BellSouth Poles, Conduit and right-of-way located within the geographic area specified by Sprint. Provision of information under the terms of this section shall include the right of Sprint employees or agents to inspect and copy engineering records or drawings which pertain to those Facilities within the geographic area identified in Sprint's request. Such inspection and copying shall be done at a time and place listed in Appendix II of this agreement. **The Costs of producing and mailing copies of records, which are to be paid by Licensee, are on an individual case basis. The components which make up the total Costs are actual:**

- 1) **BellSouth employee Costs based on the time spent researching, reviewing and copying records**
- 2) **Copying Costs**
- 3) **Shipping Costs**

5.3

No Warranty of Record Information. Sprint acknowledges that records and information provided by BellSouth pursuant to paragraph 5.2 may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant Facilities and Right-of-Way. In providing such records and information, BellSouth assumes no liability to Sprint or any Third Party for errors/omissions contained therein.

5.4

Determination of Availability. BellSouth shall provide Pole, Conduit and right-of-way availability information in response to a request from Sprint which identifies with reasonable specificity the Facilities for which such information is desired. Sprint may elect to be present at any field based survey of Facilities identified pursuant to this paragraph and BellSouth shall provide Sprint at least forty-eight (48) hours notice prior to initiating such field survey. Sprint employees or agents shall be permitted to enter BellSouth Manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to BellSouth, with a BellSouth representative present and at Sprint's expense.

5.5

Assignment of Conduit, Duct and Poles. BellSouth shall not unreasonably deny or delay issuance of any License and, in any event, BellSouth shall issue such License as follows: (a) after the determination has been made that Make-Ready Work is not required, or (b) completion of Make-Ready Work.

5.5.1 **No Make-Ready Work Required.** If BellSouth determines that no Make-Ready Work is required, BellSouth shall approve Applications for Pole attachment and Conduit Occupancy Licenses and issue such Licenses within twenty (20) business days after the determination has been made that no Make-Ready Work is required, but in no event later than 45 calendar days after BellSouth receives Sprint's Application, which period shall exclude any time BellSouth is awaiting a response from Licensee.

5.5.2 **Make-Ready Work Required.** If Make-Ready Work is to be performed by BellSouth, such Available space shall remain in effect until make-ready Costs are presented to Sprint and approval by Sprint pursuant to the time frames herein stated in 6.2. If Sprint approves BellSouth's make-ready Costs, Sprint shall have twelve (12) months from the date of issuance of License to install its Facilities.

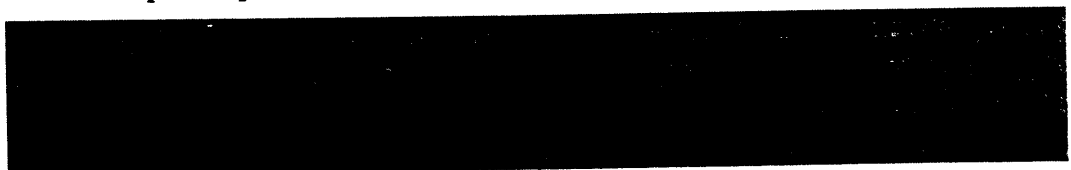
If Sprint rejects BellSouth's Costs for Make-Ready Work, but then elects to perform the Make-Ready Work itself or through a contractor or if Sprint elects from the time of Application to perform the Make-Ready Work itself or through a contractor, Sprint shall install its Facilities within twelve (12) months from the date that Sprint informs BellSouth that Sprint will perform Make-Ready Work. In the event Sprint does not install its Facilities within the time frames set out in this Section 5.5, the assignment shall be void and such space shall become Available.

6. MAKE-READY WORK

6.1 **Work Performed by BellSouth.** If performed by BellSouth, Make-Ready Work to accommodate Sprint's Facilities shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant Poles or Conduit Systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.

6.1.1 If Sprint desires Make-Ready Work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges based upon the expedited timeframes requested. If Sprint accepts BellSouth's offer, Sprint shall pay such additional charges.

6.2 All charges for Make-Ready Work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) calendar days after receipt of an invoice from BellSouth. BellSouth will begin Make-Ready Work required to accommodate Sprint after receipt of Sprint's make-ready payment (BST language).



- 6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of Make-Ready Work by BellSouth, Sprint at its option may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its Facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor. Notwithstanding any other provisions of this Section, Sprint may not employ a contractor to accomplish Make-Ready Work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement. In accordance with section 3.6.7, all Manhole pumping and purging shall be performed by a vendor approved by BellSouth.
- 6.4 Completion of Make-Ready Work. BellSouth will issue a License to Sprint at the time all Make-Ready Work necessary to Sprint's attachment or Occupancy has been completed., but in no event shall the issuance exceed thirty (30) calendar days after completion of Make-Ready Work. BellSouth agrees to perform Make-Ready Work at parity with itself and in the same timeframe within which BellSouth would complete comparable work for its own, or its affiliates' own uses, and in a nondiscriminatory manner as among Licensees.

7.

APPLICATION FORM AND FEES

Application Process. To apply for a License under this Attachment, Sprint shall submit the appropriate BellSouth administrative form(s), per Exhibit 2, (two (2) sets of each and either a route map specifically indicating Sprint desired route or engineered drawings are to be included). Sprint has the option of (1) requesting copies of BellSouth records only, (2) requesting a records and/or field survey to determine availability, and/or (3) requesting a make-ready estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for attachment, Make-Ready Work must be complete or a records or field survey has determined that Make-Ready Work is not required. Sprint shall submit with Sprint's License Application a proposed or estimated construction schedule as set forth below in Section 10. BellSouth will process License Applications in the order in which they are received; provided, however, that when Sprint has multiple Applications on file with BellSouth, Sprint may designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.

- 7.1.1 BellSouth will review a complete Application and in the event of denial, will advise Sprint of such within forty-five (45) calendar days. In the event no denial is made within such forty-five (45) calendar day period, the Application will be deemed accepted.
- 7.1.2 Each Application for a License under this Section shall specify the proposed route of Sprint's Facilities and identify the Conduits and Ducts or Poles and Pole Facilities along the proposed route in which Sprint desires to place or attach its Facilities, and describe the physical size, weight and jacket material of the cable which Sprint desires to place in each Conduit or Duct or the number and type of cables, apparatus enclosures and other Facilities which Sprint desires to attach to each Pole.
- 7.1.3 Each Application for a License under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in 10.1 of this Agreement, and an indication of whether Sprint will, at its option, perform its own Make-Ready Work. If on the Application Sprint indicates that BellSouth is to perform the Make-Ready Work, BellSouth will provide Sprint with the Make-Ready Work estimate for approval by Sprint at Sprint's option. Sprint may proceed in accordance with section 5.

Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. Sprint may include multiple cables in a single License Application and multiple services (e.g., CATV and non-CATV services) may be provided by Sprint in the same cable sheath. Sprint's Lashing additional cable to existing Facilities and placing additional cables in Conduits or Ducts already occupied by Sprint's Facilities shall be permitted, and no additional fees will be applied; provided, however, that if Sprint desires to lash additional cable to existing Facilities of a Third Party, Sprint shall provide BellSouth with reasonable notice, and shall obtain written permission from the Owner of the existing Facilities. If BellSouth determines that the requested Lashing would violate safety or engineering requirements, BellSouth shall provide written notice to Sprint within a reasonable time specifying in detail BellSouth's findings. If Sprint desires to place additional cables in Conduits or Ducts which are already occupied, or to replace existing Facilities with new Facilities substantially different from those described in Licenses in effect, Sprint must apply for and acquire a new License specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's Conduits and Ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other Facilities to be attached to BellSouth Poles.

7.3

Each party hereby designates the employees named below as their single point of contact for any and all purposes of this Section, including, but not limited to, processing Licenses and Applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.

		Notices	Billing Address
<i>To Sprint as follows:</i>			
Contact		Timothy A. Dismond	Remona Trotter
Title		Manager - Right of Way	
Company		Sprint Communications L.P.	Sprint Communications L.P.
Address		6100 Sprint Pkwy	Attn: Network Real Estate
Address		Mailstop: KSOPHK 0210-2A718	P.O. Box 12908
City, State, and Zip Code		Overland Park, KS 66251-0001	Shawnee Mission, KS 66282-2908
Telephone		877 479-7229	913 315-4408
Facsimile		913 315-3928	913 315-4459
with a copy to:		Sprint Communications Company L.P.: Attn: Law Dept/Real Estate	
		8140 Ward Pkwy; Kansas City, MO 64114	
<i>and to BellSouth as follows:</i>			
Contact		Arthur B. Williams	
Title		Manager	
Company		BellSouth Telecommunications, Inc.	
Address		North W3D2	
Address		3535 Colonnade Parkway	
City, State, and Zip Code		Birmingham, AL 35243	
Telephone		(205) 977-5068	
Facsimile		(205) 977-7997	

8. PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)

8.1 Sprint's Priorities. When Sprint has multiple Applications on file with BellSouth, Sprint shall designate its desired priority of completion of Pre-License Surveys and Make-Ready Work with respect to all such Applications.

8.2 Pre-License Survey. After Sprint has submitted its written Application for a License, a Pre-License Survey (including a field inspection) will be performed by either party, in the company of a representative of the other party as mutually agreed, to determine whether BellSouth's Poles, Anchors and Anchor/Guy Strands, or Conduit System, in their present condition, can accommodate Sprint's Facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the Pole, Anchor or Anchor/Guy Strand or any portion of BellSouth's Conduit System or Facilities attached to BellSouth's Pole or placed within or connected to BellSouth's Conduit System. If Pre-License Survey is to be conducted by BellSouth, BellSouth will provide Sprint a Cost, based on its review of Licensee's Application request, to perform the Pre-License Survey. BellSouth will submit to Sprint Costs to complete the Pre-License Survey; after receipt of Sprint's payment of Pre-License Survey Costs, BellSouth will schedule the survey. BellSouth agrees to perform Pre-License Survey Work at parity with itself and in the same timeframe within which BellSouth would complete comparable work for its own, or its affiliates' own uses, and in a nondiscriminatory manner as among Licensees. If Sprint gives its prior written consent in writing, the determination of Duct availability may include the "rodding" of Ducts at Sprint's expense.

8.2.1 The purpose of the Pre-License Survey is to determine whether Sprint's proposed attachments to BellSouth's Poles or Occupancy of BellSouth's Conduit and Ducts will substantially interfere with use of BellSouth's Facilities by BellSouth and others with Facilities occupying, connected or attached to BellSouth's Pole or Conduit System; and to provide information to Sprint for its determination of whether the Pole, Anchor, Anchor/Guy Strand, Conduit, Duct, or Right-of-Way is suitable for its use.

8.2.2 Based on information provided by BellSouth, Sprint shall determine whether BellSouth's Pole, Anchor, Anchor/Guy Strand, Conduit and Duct Facilities are suitable to meet Sprint's needs.

8.2.3 BellSouth may not unreasonably refuse to continue to process an Application based on BellSouth's determination that Sprint's proposed use of BellSouth's Facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. In the case of a dispute, the parties shall submit the issue for resolution pursuant to the procedures set forth for Dispute Resolution General Terms and Conditions, of this Agreement. Sprint shall be responsible for making its own, independent determination that its use of such Facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. Sprint acknowledges that BellSouth is not explicitly or implicitly warranting to Sprint that Sprint's proposed use of BellSouth's Facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

8.3 Administrative Processing. The administrative processing portion of the Pre-License Survey (which includes without limitation processing the Application, preparing Make-Ready Work orders, notifying Joint Users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other licensed Facilities) will be performed by BellSouth at Sprint's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of Facilities used for the transmission or distribution of electric power.

9. ISSUANCE OF LICENSES

9.1 Obligation to Issue Licenses. BellSouth shall issue a License to Sprint pursuant to this 9.1. BellSouth and Sprint acknowledge that each Application for a License shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent Pole attachment rights or Conduit or Duct access rights which Sprint may have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's Poles, Conduits and Ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each License issued hereunder shall be for an indefinite term, subject to Sprint's compliance with the provisions applicable to such License and further subject to Sprint's right to terminate such License at any time for any reason upon at least thirty (30) calendar days' prior written notice.

9.1.1 Moved to 5.1.1

- 9.2 Multiple Applications. Sprint acknowledges that multiple parties including BellSouth may seek to place their Facilities in BellSouth's Conduit and Ducts or make attachments to Poles at or about the same time, that the Make-Ready Work required to prepare BellSouth's Facilities to accommodate multiple applicants may differ from the Make-Ready Work required to accommodate a single applicant, that issues relating to the proper apportionment of Costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple Applications for permission to place Facilities in/on the same Pole, Conduit, Duct, or right-of-way.
- 9.2.1 All Applications will be processed on a first-come, first-served basis.
- 9.3 Agreement to Pay for All Make-Ready Work Completed. Sprint's submission of written authorization for Make-Ready Work shall also constitute Sprint's agreement to pay additional Cost-based charges, if any, for completed Make-Ready Work; **provided, however, to the extent BellSouth is also utilizing the facility and to the extent any modification is used to bring the Facilities into compliance with any applicable safety or other governmental requirement or to perform any necessary repairs, BellSouth will be responsible for its share of the modification Cost.**
- 9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Sprint shall make arrangements with the Owners of other Facilities located in or connected to BellSouth's Conduit System or attached to BellSouth's Poles, Anchors or Anchor/Guy Strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their Facilities to accommodate the placement or attachment of Sprint's Facilities in or to BellSouth's structures.
- 9.5 Moved to 6.1.1
- 9.6 License. When Sprint's Application for a Pole attachment or Conduit Occupancy License is approved, and all required Make-Ready Work completed, BellSouth will execute and return a signed authorization to Sprint, as appropriate, authorizing Sprint to attach or place the specified Facilities on BellSouth's Poles or in BellSouth's Conduit or Ducts.
- 9.6.1 Each License issued under this Section shall authorize Sprint to attach to BellSouth's Poles or place or maintain in BellSouth's Conduit or Ducts only those Facilities specifically described in the License, and no others.
- 9.6.2 Except as expressly stated to the contrary in individual Licenses issued hereunder, each License issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the License itself.

10. CONSTRUCTION OF SPRINT'S FACILITIES

- 10.1 Construction Schedule. Sprint shall submit with Sprint's License Application a proposed or estimated construction schedule. Promptly after the issuance of a License permitting Sprint to attach Facilities to BellSouth's Poles or place Facilities in BellSouth's Conduit or Ducts, Sprint shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:
- 10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the Facilities;
- 10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;
- 10.1.3 The estimated dates when construction will begin and end; and
- 10.1.4 The approximate dates when Sprint or persons acting on Sprint's behalf will be performing construction work in connection with the placement of Sprint's Facilities in BellSouth's Conduit or Ducts.
- 10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before Sprint places Facilities in BellSouth's Conduit System:
- 10.2.1 Sprint shall give written notice of the type of Facilities which are to be placed; and
- 10.2.2 BellSouth shall designate the particular Duct or Ducts or Inner-ducts (if Available) to be occupied by Sprint's Facilities, the location and manner in which Sprint's Facilities will enter and exit BellSouth's Conduit System, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the Conduit System. Sprint may not occupy a Duct other than the specified Duct without the express written consent of BellSouth. BellSouth shall provide to Sprint space in Manholes for racking and storage of up to fifty (50) feet of cable, provided space is Available.
- 10.3 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation to construct any Facilities for Sprint or to attach Sprint's Facilities to, or place Sprint's Facilities in, BellSouth's Poles or Conduit System, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any License issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.

- 10.4 **Sprint Responsible for Constructing, Attaching and Placing Facilities.** Except where otherwise mutually agreed by Sprint and BellSouth, Sprint shall be responsible for constructing its own Facilities and attaching those Facilities to, or placing them in BellSouth's Poles, Conduit or Ducts at Sprint's sole Cost and expense. Sprint shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Sprint's Facilities and for directing the activities of all persons acting on Sprint's behalf while they are physically present on BellSouth's Pole, in any part of BellSouth's Conduit System or in the vicinity of BellSouth's Poles or Conduit System.
- 10.4.1 Moved to 3.6.6.1
- 10.5 **Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements.** Sprint shall construct its Facilities in accordance with the provisions of this Section and all Licenses issued hereunder.
- 10.5.1 Sprint shall construct, attach and place its Facilities in compliance with all Requirements and Specifications set forth above in this Agreement.
- 10.5.2 Sprint shall satisfy all Legal Requirements set forth above in this Agreement.
- 10.5.3 **Sprint shall not permit any Person Acting on Sprint's Behalf to perform any work on BellSouth's Poles or within BellSouth's Conduit System without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the Pole or Conduit System is suitable for the work to be performed. If Sprint or any person working on Sprint's behalf determines that the condition of the Pole or Conduit System is not suitable for the work to be performed, Sprint shall notify BellSouth of the condition of the Pole or Conduit System in question and shall not proceed with construction activities until Sprint is satisfied that the work can be safely performed.**
- 10.6 **Construction Notices.** If requested to do so, Sprint shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.
- 10.7 **Points for Attachment.** BellSouth shall specify, using the same selection criteria it uses for its own operating company, the point of attachment of each Pole or Anchor to be occupied by Sprint's Facilities. When the Facilities of more than one applicant are involved, BellSouth will attempt, to the extent practicable, to designate the same relative position on each Pole or Anchor for each applicant's Facilities.

- 10.8 **Manhole and Conduit Break-Outs.** Sprint shall be permitted to add Conduit ports to BellSouth Manholes when existing Conduits do not provide the pathway connectivity needed by Sprint; provided the structural integrity of the Manhole is maintained, and sound engineering judgment is employed.
- 10.9 **Completion of Licensee Construction.** For each Sprint attachment to or Occupancy within BellSouth Facilities, Sprint will provide to BellSouth's single-point of contact (within 60 calendar days of Sprint construction-complete date) a complete set of actual placement drawings for posting to BellSouth records.
11. **USE AND ROUTINE MAINTENANCE OF SPRINT'S FACILITIES**
- 11.1 **Use of Sprint's Facilities.** Each License granted under this Section authorizes Sprint to have access to Sprint's Facilities on or in BellSouth's Poles, Conduits and Ducts as needed for the purpose of serving Sprint's customers, including, but not limited to, powering electronics, monitoring Facilities, or transporting signaling.
- 11.2 **Routine Maintenance of Sprint's Facilities.** Each License granted under this Section authorizes Sprint to engage in routine maintenance of Sprint's Facilities located on or in BellSouth's Poles, Conduits, Ducts and ROW pursuant to such License. Sprint shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. Sprint shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's Conduit System.
- 11.3 **Sprint Responsible for Maintenance of Sprint's Facilities.** Sprint shall maintain its Facilities in accordance with the provisions of this Section (including but not limited to all requirements set forth above in this Agreement) and all Licenses issued hereunder. Sprint shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Sprint's Facilities and for directing the activities of all persons acting on Sprint's behalf while they are physically present on BellSouth's Poles, within BellSouth's Conduit System or in the immediate vicinity of such Poles or Conduit System.
- 11.4 **BellSouth Not Responsible for Maintaining Sprint's Facilities.** BellSouth shall have no obligation to maintain any Facilities which Sprint has attached or connected to, or placed in, BellSouth's Poles, Conduits, Ducts or any portion of BellSouth's Conduit System, except to the extent expressly provided by the provisions of this Section or any License issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

- 11.5 **Information Concerning the Maintenance of Sprint's Facilities.** Promptly after the issuance of a License permitting Sprint to attach Facilities to, or place Facilities in BellSouth's Poles, Conduits or Ducts, Sprint shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Sprint's Facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of Sprint's Facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on Sprint's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of Sprint's Facilities as reasonably necessary to demonstrate that Sprint and all persons acting on Sprint's behalf are complying with the requirements of this Section and Licenses issued hereunder.
- 11.6 **Identification of Personnel Authorized to Have Access to Sprint's Facilities.** All personnel authorized to have access to Sprint's Facilities shall, while working on BellSouth's Poles, in its Conduit System or Ducts or in the vicinity of such Poles, Ducts or Conduit Systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.
12. **MODIFICATION AND REPLACEMENT OF SPRINT'S FACILITIES**
- 12.1 **Notification of Planned Modification or Replacement of Facilities.** Sprint shall, when practicable, notify BellSouth in writing at least 60 calendar days before adding to, relocating, replacing or otherwise modifying its Facilities attached to a BellSouth Pole, Anchor or Anchor/Guy Strand or located in any BellSouth Conduit or Duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed addition, relocation, replacement, or modification is permitted under Sprint's present License or requires a new or amended License.
- 12.2 **New or Amended License Required.** A new or amended License will be required if the proposed addition, relocation, replacement, or modification:
- 12.2.1 Requires that Sprint use additional space on BellSouth's Poles or in its Conduits or Ducts (including but not limited to any additional Ducts, Inner-ducts, or substantial space in any handhole or Manhole) on either a temporary or permanent basis; or
- 12.2.2 Results in the size or location of Sprint's Facilities on BellSouth's Poles or in its Conduit or Ducts being appreciably different from those described and authorized in Sprint's present License (e.g. different Duct or size increase causing a need to re-calculate storm loadings, guying, or Pole class).

13. REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

13.1 Make-Ready Work at the Request of Sprint. If, prior to the issuance of a License, Sprint determines that any Pole, Anchor, Anchor/Guy Strand, Conduit or Duct is inadequate to accommodate Sprint's proposed Pole attachment or Conduit Occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing Facilities or structures to accommodate Sprint, Sprint shall promptly advise BellSouth of the Make-Ready Work it believes necessary to enable the accommodation of Sprint's Facilities.

13.1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or what Make-Ready Work is necessary or possible. In determining whether Make-Ready Work is necessary or what Make-Ready Work is necessary, BellSouth shall endeavor to minimize its Costs to Sprint. If it is determined that such Make-Ready Work is required, BellSouth shall provide Sprint with the estimated Cost for Make-Ready Work within 30 calendar days of such determination.

13.1.2 Sprint shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' Facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other Licensees as well as Sprint, shall be solely responsible for paying all charges attributable to the rearrangement of such Facilities; provided, however, that if Facilities rearrangements require new Licenses from BellSouth, BellSouth shall issue such Licenses in conjunction with the issuance of the applied-for License to Sprint. **In the event Sprint encounters problems with Licensees failing to rearrange said Facilities in a timely manner BellSouth will request that Licensee rearrange its Facilities at Sprint's expense.**

- 13.2 Rearrangement of Sprint's Facilities at BellSouth's Request. Sprint acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or authorized Application of another entity seeking access to BellSouth's Poles or Conduit Systems. Sprint agrees that Sprint will, upon BellSouth's request, and at BellSouth's expense, but at no Cost to Sprint, participate with BellSouth (and other Licensees) in the relocation, reconstruction, or modification of BellSouth's Conduit System or Facilities rearrangement. Sprint acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out Poles, relocate, reconstruct, or modify portions of its Conduit System or rearrange Facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. Sprint shall, upon BellSouth's request, participate with BellSouth (and other Licensees) in the relocation, reconstruction, or modification of BellSouth's Conduit System or Facilities rearrangement and pay its proportionate share of any Costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.
- 13.2.1 Sprint shall make all rearrangements of its Facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to a Sprint customer.
- 13.2.2 If Sprint fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to Sprint, and Sprint shall reimburse BellSouth for actual Costs and expenses incurred by BellSouth in connection with the rearrangement of Sprint's Facilities; provided, however, that nothing contained in this Section or any License issued hereunder shall be construed as requiring Sprint to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than Sprint; and provided further, however, that Sprint shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs.
14. **EMERGENCY REPAIRS AND POLE REPLACEMENTS**
- 14.1 Sprint Responsible for Emergency Repairs to its Own Facilities. In general, Sprint shall be responsible for making emergency repairs to its own Facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to Sprint's Facilities.

15. INSPECTION BY BELL SOUTH OF SPRINT'S FACILITIES

- 15.1 **BellSouth's Right to Make Periodic or Spot Inspections.** BellSouth shall have the right to make periodic or spot inspections at any time of any part of Sprint's Facilities attached to BellSouth's Poles, Anchors or Anchor/Guy Strands or occupying any BellSouth Conduit or Duct for the limited purpose of determining whether Sprint's Facilities are in compliance with the terms of this Section and Licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).
- 15.1.1 BellSouth will give Sprint advance written notice of such inspections, and Sprint shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to Sprint.
- 15.1.2 Such inspections shall be conducted at BellSouth's expense; provided, however, that Sprint shall bear the Cost of inspections as delineated in 3.12.
- 15.2 **No Duty to Sprint.** Neither the act of inspection by BellSouth of Sprint's Facilities nor any failure to inspect such Facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve Sprint of any responsibility, obligations or liability under this Section or otherwise existing.

16. NOTICE OF NONCOMPLIANCE

- 16.1 **Notice of Noncompliance.** If, at any time, BellSouth determines that Sprint's Facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Agreement, BellSouth may send written notice to Sprint specifying the alleged noncompliance. Sprint agrees to acknowledge receipt of the notice as soon as practicable. If Sprint does not dispute BellSouth's assertion that such Facilities are not in compliance, Sprint agrees to provide BellSouth with a schedule for bringing such Facilities into compliance, to bring the Facilities into compliance within a reasonable time, and to notify BellSouth in writing when the Facilities have been brought into compliance.
- 16.2 **Disputes over Alleged Noncompliance.** If Sprint disputes BellSouth's assertion that Sprint's Facilities are not in compliance, Sprint shall notify BellSouth in writing of the basis for Sprint's assertion that its Facilities are in compliance.

- 16.3 Failure to Bring Facilities into Compliance. If Sprint has not brought the Facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the Facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's Facilities or those of other users, BellSouth may, at its option and Sprint's expense, take such non-service affecting steps as may be required to bring Sprint's Facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement.
- 16.4 Correction of Conditions by BellSouth. If BellSouth elects to bring Sprint's Facilities into compliance, the provisions of this Section shall apply.
- 16.4.1 BellSouth will, whenever practicable, notify Sprint in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.
- 16.4.2 If Sprint's Facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth Manhole, BellSouth may, at Sprint's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach Sprint's Facilities, BellSouth shall endeavor to arrange with Sprint for the reattachment of any Facilities affected.
- 16.4.3 BellSouth shall, as soon as practicable after performing the work, advise Sprint in writing of the work performed or action taken. Upon receiving such notice, Sprint shall inspect the Facilities and take such steps as Sprint may deem necessary to insure that the Facilities meet Sprint's performance requirements.
- 16.5 Sprint to Bear Expenses. Sprint shall bear all expenses arising out of or in connection with any work performed to bring Sprint's Facilities into compliance with this Section; provided, however that nothing contained in this Section or any License issued hereunder shall be construed as requiring Sprint to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Sprint. Disputes between the parties concerning charges by BellSouth to Sprint pursuant to Section 16.3 of this Attachment shall be resolved in accordance with the procedures set forth for Dispute Resolution in the General Terms and Conditions of this Agreement.

17. **UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELL SOUTH'S FACILITIES**

- 17.1 Licensing or Removal of Unauthorized Attachments. If any of Sprint's attachments shall be found attached to Pole(s) or occupying Conduit Systems for which no License is outstanding, BellSouth, without prejudice to its other rights or remedies under this Agreement, including termination of Licenses, may impose a charge and require Sprint to submit in writing, within thirty (30) calendar days after receipt of written notification from BellSouth of the unauthorized attachment or Conduit Occupancy, a Pole attachment or Conduit Occupancy License Application. If such Application is not received by BellSouth within the specified time period, Sprint may be required at BellSouth's option to remove its unauthorized attachment or Occupancy within sixty (60) calendar days of the final date for submitting the required Application, or BellSouth may at BellSouth's option remove Sprint's Facilities without liability, and the expense of such removal shall be borne by Sprint. Charges for any such unauthorized Occupancy shall be equal to the applicable License fees and charges which would have been payable from and after the date such Facilities were first placed on BellSouth's Poles or in BellSouth's Conduit System **if Sprint provides reasonable documentation of such placement. If Sprint is unable to provide such reasonable documentation the matter may be submitted to the Dispute Resolution Procedures set forth in General Terms and Conditions of this Agreement.**
- 17.1.1 Nothing contained in the Agreement or any License issued hereunder shall be construed as requiring Sprint to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Sprint.
- 17.2 Prompt Payment of Applicable Fees and Charges. Fees and charges for Pole attachments and Conduit System occupancies, as specified herein and as modified from time to time, shall be due and payable immediately for unauthorized Pole attachments or Conduit Occupancy, whether or not Sprint is permitted to continue such unauthorized Pole attachment or Conduit System Occupancy. See Appendix I for applicable annual rental fees.
- 17.3 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any License should be subsequently issued, said License shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Agreement or otherwise; provided, however, that Sprint shall be subject to all liabilities, obligations and responsibilities of this attachment in regard to said unauthorized use from its inception.

18. REMOVAL OF SPRINT'S FACILITIES

- 18.1 **Pole Attachments.** Sprint, at its expense, will remove its attachments from any of BellSouth's Poles within thirty (30) calendar days after termination of the License covering such attachments or as mutually agreed to between BellSouth and Sprint. If Sprint fails to remove its attachments within such thirty (30) calendar day period or as mutually agreed to between BellSouth and Sprint, BellSouth shall have the right to remove such attachments at Sprint's expense and without any liability on the part of BellSouth for damage or injury to Sprint's attachments unless caused by the negligence or intentional misconduct of BellSouth.
- 18.2 **Conduit Occupancy.** Sprint, at its expense, will remove its communications Facilities from a Conduit System within sixty (60) calendar days after:
- 18.2.1 Termination of the License covering such Conduit Occupancy; or
- 18.2.2 **The date Sprint replaces its existing Facilities in one Duct with substitute Facilities in another Duct.**
- 18.2.3 **In the event that Sprint elected to have unused or abandoned Facilities removed pursuant to section 2.8.4 of this Attachment, Sprint shall not be required to remove its Facilities from such Conduit System as required by section 18.1 to the extent such Sprint Facilities are of a similar quantity and nature to the Facilities removed. In such event, Sprint will be required to tag or otherwise physically identify the Facilities as abandoned or having been removed from service by Sprint.**
- 18.2.3 If Sprint fails to remove its Facilities within the specified period, BellSouth shall have the right to remove such Facilities at Sprint's expense and without any liability on the part of BellSouth for damage or injury to such Facilities unless caused by the negligence or intentional misconduct of BellSouth.
- 18.3 **Continuing Responsibility for Fees and Charges.** Sprint shall remain liable for and pay to BellSouth all fees and charges pursuant to provisions of this attachment until all of Sprint's Facilities are physically removed from BellSouth's Poles or Conduit System.

19. FEES, CHARGES, AND BILLING

19.1 License Charges. Sprint agrees to pay charges in Appendix 1 of this Attachment. These rates will be recalculated during the term of this Agreement in accordance with the Telecommunications Act of 1996 and applicable FCC or state Commission rules and regulations. License charges commence on the first day of the calendar month following the date a License is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or Occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all Licenses. Such current-year charges are normally billed on or near July 1 of each year; annual billing is for the period January 1 through December 31 (six (6) months in arrears and six (6) months in advance) and to include true-up for actual billing for previous year's advance billing for period July 1 through December 31.

19.2 Notice of Rate and Computation of Charges. On or about November 1 of each year, BellSouth will notify Sprint by certified mail, return receipt requested, of the rental rate and Pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Agreement. Attachment and Occupancy rates shall be applied to the number of Pole(s) and Duct feet of Conduit for which Licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and Occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

20. ADVANCE PAYMENT AND IMPUTATION

20.1 Attachment and Occupancy Fees. Fees for Pole attachment and Conduit Occupancy shall be based on the Facilities for which Licenses have been issued as of the date of billing by BellSouth, shall be computed as set forth herein.

20.1.1 Charges associated with newly licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.

20.1.2 Charges shall be prorated retroactively in the event of the removal of Sprint's Facilities.

20.1.3 The amount of any advance payment required shall be due within sixty (60) calendar days after receipt of an invoice from BellSouth.

20.2 Imputation. BellSouth shall impute to its costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Section for all of the Conduits, Ducts, and Poles it occupies and uses.

21. ASSURANCE OF PAYMENT

- 21.1 Necessity and Level of Security. In the event Sprint fails to timely satisfy its financial obligations under this Attachment, Sprint may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of \$10,000.00 per state or \$50,000.00 per region. Such bond, letter of credit or other security shall be in a form satisfactory to BellSouth and may be increased from time to time as reasonably required by BellSouth to guarantee the performance of all obligations of Sprint hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of Sprint hereunder.

22. INSURANCE

- 22.1 Sprint shall obtain and maintain insurance, insuring the contractual liability and indemnification provisions of this Attachment, issued by an insurance carrier reasonably satisfactory to Licensor to protect the Licensor, other authorized Licensees, and Joint User(s) from and against claims, demands, causes of action, judgments, costs, including reasonable attorneys' fees, expenses and liabilities of which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in this Attachment.
- 22.2 Sprint shall maintain the following amounts of insurance:
- 22.2.1 Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate.
- 22.2.2 Umbrella or Excess Liability Insurance with limits of not less than \$10,000,000 per occurrence and in the aggregate.
- 22.2.3 **Business auto coverage for all owned, non-owned, hired and leased vehicles with limits of not less than \$1,000,000 per occurrence and in the aggregate.**
- 22.2.4 **Sprint shall name BellSouth as an additional insured on the general liability policy with respect to the terms and conditions of this attachment.**
- 22.3 Sprint shall submit to BellSouth certificates by each company insuring Sprint with respect to any insurance required hereunder, such certificate(s) to specify the coverage provided and that such company will not cancel or materially change any such policy of insurance issued to Sprint except after thirty (30) calendar days written notice to BellSouth.
- 22.4 Sprint shall also carry such insurance as will protect it from claims under any Worker's Compensation Law in effect that may be applicable to it as a result of work performed pursuant to this Attachment.

- 22.5 All insurance required in accordance with 22.2) and 22.3) preceding must be effective before BellSouth will authorize attachment to a Pole and/or Anchor, or Occupancy of a Conduit System and shall remain in force until such Sprint's Facilities have been removed from all such Pole(s), Anchor(s), Conduit System, or Right of Way. In the event that the Sprint shall fail to maintain the required insurance coverage, BellSouth may pay any premium thereon falling due, and Sprint shall forthwith reimburse BellSouth for any such premium paid, but only for the pro-rata period of noncompliance.
- 22.6 **Intentionally left blank**
- 22.7 **Intentionally left blank**
23. **DAMAGE TO FACILITIES**
- 23.1 **Licensors shall exercise precaution to avoid damaging the communications Facilities of the Licensee and shall make an immediate report to the Licensee of the occurrence of any such damage caused by its employees, agents or contractors.**
- 23.2 **Licensee shall exercise precaution to avoid damaging the Facilities of Licensors and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by Licensee's employees, agents or contractors.**
- 23.3 **Intentionally left blank**
- 23.4 **Intentionally left blank**
- 23.5 **Intentionally left blank**
- 23.6 **Intentionally left blank**

24. AUTHORIZATION NOT EXCLUSIVE

24.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Sprint. BellSouth shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Pole, Anchor, or Conduit System covered by this Attachment and Sprint's rights hereunder.

25. ASSIGNMENT OF RIGHTS

25.1 Intentionally left blank

25.2 Intentionally left blank

26. FAILURE TO ENFORCE

26.1 Intentionally left blank

27. TERM OF AGREEMENT

27.1 Intentionally left blank

27.2 Intentionally left blank

28. SUPERSEDURE OF PREVIOUS AGREEMENT(S)

28.1 All currently effective Licenses heretofore granted pursuant to such previous agreements shall be subject to the terms and conditions of this Agreement.

APPENDIX I

2000 FCC Formula Supported Fees for attachments and/or occupancy effective 1/1/2000 (Re-calculated annually)

Sprint shall pay to BellSouth the following fees:

State	Poles (ea. / yr.)	Anchors (ea. / yr.)	Conduit (\$/ft. / yr.)	
Alabama	\$ 3.35	\$ 4.89		\$ 0.23
Kentucky ①				0.70
2-user	9.45	\$ 12.90		
3-user	5.35	8.60		
Louisiana	6.90 ②			0.44
Mississippi	4.30			2.50 ③
Tennessee ④	4.57			0.30
Florida	3.74			0.36
		Miami River crossing		17.13
Georgia ⑤	4.69			0.35
North Carolina	3.55			0.35
South Carolina	2.93			0.30

- ① All rates in Kentucky are by tariff
- ② March 12, 1999 order placed a freeze on existing, approved rate until December 31, 2002. Therefore, \$6.90 rate remains in effect.
- ③ Tariff rate in Mississippi
- ④ Tennessee rates are negotiated with CATV Association; Conduit rates were established in 1998 and fixed indefinitely
- ⑤ FCC formula calculated rates; differs from Docket 7061-U

Conduit rates have been developed using the one-half (1/2) Duct convention for 2000. This rate will apply to each passageway (Inner-duct).

- i) For the purpose of determining the Duct feet chargeable, the Duct considered occupied shall be measured from the center to center of adjacent Manhole(s), or from the center of a Manhole to the end of a Duct not terminated in a Manhole.
- ii) The above rates are not applicable for crossings of any navigable waterway. Rates for navigable waterway crossings will be calculated on an individual case basis.

Pole Attachment Transfer Rate

Per Pole (throughout BellSouth region)

\$41.00

Appendix II

Records Maintenance Centers

For **Alabama** plant and Right-of-Way records:

Records Maintenance Center
S04
1876 Data Drive
Birmingham, AL 35244

For **Kentucky** plant and Right-of-Way records:

Records Maintenance Center
Room 2-SW
601 W. Chestnut Street
Louisville, KY 40203

For **Louisiana** plant and Right-of-Way records:

Records Maintenance Center
2nd Floor North
6767 Bundy Road
New Orleans, LA 70140

For **Mississippi** plant and Right-of-Way records:

Records Maintenance Center
5723 Hwy. 18 S
Jackson, MS 39209

For **Tennessee** plant and Right-of-Way records:

Records Maintenance Center
Room 9 B 15
333 Commerce Street
Nashville, TN 37201

For **Georgia, Florida, North Carolina, and South Carolina:**

Plant Records

Records Maintenance Center
5228 Central Avenue
Charlotte, NC 28212

Right of Way Records

Regional Landbase Admin. Center
Attn.: Right of Way Records
16 GG 1 BST
301 W. Bay Street
Jacksonville, FL 32201

For Review Purposes Only

Exhibit I

ADMINISTRATIVE FORMS AND NOTICES

This Exhibit I lists the types of administrative forms to be utilized in connection with this Agreement.

LIST OF ADMINISTRATIVE FORMS

Type	Form Description	Form Number
General		
	Inquiry Request	GN-1
	Records Review Request	GN-2
	Pre-License Survey Request	GN-3
	Make-Ready Estimate Request	GN-4
	Building Space License Agreement for Shared Owner-Provided Access	GN-5
	CLEC Request to Complete Investigation of Facilities	GN-6
Poles		
	Application and Pole Attachment License	PL-1
	Pole Survey Form	PL-2
	Itemized Estimate	PL-3
	Notification of Surrender or Modification of Pole Attachment License	PL-4
Conduit		
	Application and Conduit Occupancy License	CN-1
	Conduit System Diagram	CN-2
	Conduit System - Manhole Detail	CN-3
	Cable to Occupy Conduit	CN-4
	Equipment Housings to be Placed in Manholes	CN-5
	Conduit Make-Ready Work & Charges	CN-6
	Notification of Surrender or Modification of Conduit Occupancy License	CN-7
	Request for Entry into Manhole(s) and/or Vaults	CN-8
	Request to "Rod" and/or Clearing of Ducts	CN-9
	Request to Core Bore and/or Modify Manhole(s)	CN-10
	Spare and/or Emergency Reservation	CN-11
Right of Way		
	Application and Right of Way Occupancy License	RW-1
Notification		
	Construction Performed and/or Completed	NT-1
	Lashing to Third Party Facilities	NT-2
	Dispute of Make-Ready Charges	NT-3
	Change in Priority for Processing Applications	NT-4
	Change of SPOC	NT-5
	Maintenance Manager	NT-6
	Inspection and Compliance	NT-7
	Unsafe Conditions	NT-8
	Dispute of Compliance	NT-9
	Facilities Brought into Compliance	NT-10
	BellSouth Notifications	NT-11
	Licensee Notifications	NT-12
	Consent of Licensor	NT-13

For Review Purposes Only

For Review Purposes Only

Form GN-1
1 of 1

1. Licensee Tracking No.	INQUIRY REQUEST	2. BST Tracking (SAM) No.
<p>Instructions: Please complete all information below regarding your request and forward to the office listed below. This form may be used to make general inquiries regarding the availability of poles, conduit, and right of way. License application must be made and approved, and any fees paid before attachment or occupancy work may proceed.</p>		
<p>In accordance with the terms and conditions of the License Agreement between BellSouth Telecommunications, Inc. and _____, dated _____, and identified as BellSouth License Agreement No. _____, request is hereby made for initial investigation of availability of poles, conduit, and/or right of way identified and described in this inquiry form. Licensee must identify, with reasonable specificity, the geographic area for which facilities are required.</p>		
Inquiry made by:		
3. Authorized Licensee Representative:	4. Telephone:	5. Inquiry Date:
6. Response Instructions:	Address:	
<input type="checkbox"/> Mail copy to:	City:	State:
	Zip Code:	
	Fax No.	
Description of Request and Location:		
Anticipated Type(s):	7. Records (only): Complete Form GN-2 <input type="checkbox"/> Engineering <input type="checkbox"/> Right of Way	8. Structures (only): Complete Form GN-3 <input type="checkbox"/> Pole Attachment <input type="checkbox"/> Conduit Occupancy <input type="checkbox"/> Right of Way
9. Records Information: (select 1)	<input type="checkbox"/> Review at BellSouth facilities <input type="checkbox"/> Request copy be mailed (to above address, only)	10. BellSouth Wire Center: NPA NNX:
11. County (Parish) -REQUIRED-		12. State -REQUIRED-
13. Section:	14. Township/ Land District:	15. Range/ Land Lot:
16. Description and/or Remarks; <input type="checkbox"/> Sketch Attached:		
Mail or fax your request to:		Inquiry Response (To be completed by BellSouth)
BellSouth Right of Way and Joint-Use Attn.: License Administrator North W3D2 3535 Colonnade Parkway Birmingham, Alabama 35243 Direct questions to: (205) 977-2631 or (205) 977-1862 or (205) 977-2682 Fax: (205) 977-7997		<input type="checkbox"/> The inquiry you made does not include sufficient detail to process your request. Please provide additional detail and resubmit. <input type="checkbox"/> The inquiry you made has been forwarded to BellSouth's Records Management Center for processing.
NOTICE		
BellSouth records provided under this Inquiry Request may not reflect actual field conditions. Licensee acknowledges that physical		

For Review Purposes Only

For Review Purposes Only

Form GN-1

1 of 1

inspection is necessary to verify presence and condition of outside plant facilities and/or right of way, and that in providing record information. BellSouth assumes no liability to Licensee or any third party for errors/omissions contained therein.

For Review Purposes Only

10/29/97

For Review Purposes Only

Form GN-2
1 of 1

1. Licensee Tracking No.	RECORDS REVIEW REQUEST		2. BST Tracking (SAM) No.
<p>Instructions: This form must accompany Form GN-1 when Licensee requests to view BellSouth engineering and/or right-of-way records (at a BellSouth Records Center). BellSouth's authorized representative will review and approve the request, if properly completed. A copy will be provided to BellSouth personnel at the Records Center responsible for records per this request; a copy will also be provided to Licensee based upon information provided below.</p> <p>Licensee's agent or authorized representative must present his/her copy upon arrival at BellSouth's Record Center. Licensee's agent or authorized representative will not be permitted to enter BellSouth's Record Centers without this form having been properly completed, approved by an authorized BellSouth representative, and in his/her possession upon arrival. Should licensee's agent or authorized representative arrive at a BellSouth Record Center without the properly completed and approved form in his/her possession, it will be the responsibility of the Licensee to initiate a new request to accommodate the review of records.</p> <p>Please complete all the information in the Licensee section below.</p>			
Licensee Request for Records Review			
3. Authorized Licensee Representative:		4. Telephone:	5. Inquiry Date:
Review Response Handling Instructions:	6. Fax copy to:	7. Fax no.	
8. Records requested :			
9. Licensee's acknowledgment of records receipt (<i>to be completed at time of review with BellSouth Records Center personnel</i>) Signature:		10. Telephone:	11. Review Date:
BellSouth SPOC Processing			
12. Date Request Received:	13. Date Request Reviewed:	14. Authorized BellSouth Representative (SPOC):	
15. Process Decision: <input type="checkbox"/> Approved; forward to Records Center & Licensee <input type="checkbox"/> Declined; return to Licensee		16. Records viewing location: Building: Address: City, State:	
17. Remarks:			
BellSouth Records Center Processing			
18. Date Request Received:		19. Wire Center:	
20. BellSouth Representative:		21. Telephone:	
22. Records Review Scheduled Date: <input type="checkbox"/> Initial _____ <input type="checkbox"/> Re-scheduled _____ <input type="checkbox"/> Licensee/Agent failed to show _____		23. Records Review Actual Date: <input type="checkbox"/> Initial _____ <input type="checkbox"/> Re-scheduled _____	
24. BellSouth's representative delivering records (<i>to be completed at time of review with Licensee</i>) Signature:		25. Telephone:	26. Review Date:
27. Remarks:			

For Review Purposes Only

Form GN-3
1 of 1

For Review Purposes Only

For Review Purposes Only

Form GN-3

1 of 1

31. BST contact to coordinate "Field Inspection" (*BST to be available with 48 hours notice*):

32. Telephone:

For Review Purposes Only

Form GN-4
1 of 1

For Review Purposes Only

For Review Purposes Only

Form GN-4

1 of 1

30. Date Received:	31. BellSouth Representative:
--------------------	-------------------------------

For Review Purposes Only

For Review Purposes Only

Form GN-5

· 1 of 2

1. Licensee Tracking No.		BUILDING SPACE LICENSE AGREEMENT for SHARED OWNER-PROVIDED ACCESS				2. BST Tracking (SAM) No.	
--------------------------	--	--	--	--	--	---------------------------	--

Owner:			Licensee:			Contract No.:	
Address:			Address:				
						Effective Date:	
City:	State:	Zip:	City:	State:	Zip:		
Contact:			Contact:			Expiration Date:	

Connection between Customer's Premise and Licensee will be by:

☐ Microwave Radio
 ☐ Metallic Cable
 ☐ Fiber Optic Cable
 ☐ Interface with Licensee
 ☐ #DS-3= Ntwk. #DS-1=

A. Facilities

1. Equipment

Quantity	Manufacturer	Type and Model

Equipment space description, including length, width, and height (also attach diagram).

2. Cabling

Quantity	Type and Specification	From	To

3. Antenna

Type and Model	Location (also attach diagram)

B. Licensee Construction

1. Power Cables

Number	Description

2. Cable Racks

Number	Location

For Review Purposes Only

3. Electric Power			
Type of Current	Voltage	Watts	Location
Enclosure of equipment space: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Description (if "Yes")			
C. Identify any required usage of third-party access to building:			
D. Owner authorizes Licensee to negotiate with BellSouth for access as described above: Yes No			
Signature (required):			
E. Licensee agrees to pay for the foregoing licenses:			
	One-time Amount (\$)	Monthly Amount (\$)	
<input type="checkbox"/> One-time charge			
<input type="checkbox"/> Monthly charge			
<input type="checkbox"/> N/A			
F. Licensee elects to: (check one)			
<input type="checkbox"/> Obtain required insurance			
<input type="checkbox"/> Self-insured			
<input type="checkbox"/> N/A			
Licensee Company Name		BellSouth	
Authorized Representative		Authorized Representative	
Name (Typed/Printed)		Name (Typed/Printed)	
Date		Date	
Owner			
Authorized Representative			
Name (Typed/Printed)			
Date			

For Review Purposes Only

Attachment(s): ☐ Yes ☐ No

For Review Purposes Only

For Review Purposes Only

Form GN-6
1 of 1

1. Licensee Tracking No.	CLEC REQUEST to COMPLETE FIELD INVESTIGATION of FACILITIES		2. BST Tracking (SAM) No.
STEP 1 - Use this section to request Pre-License Survey			
3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:	
6. Company Making Application:		7. Telephone:	
		8. Fax:	
9. Street Address:			
10. City:	10a. County/Parish:	11. State:	12. Zip:
STEP 1 - Licensee			
<p>13. Licensee requests to perform field investigation of BellSouth conduit structures. Prior to performing any investigation activities, Licensee must submit sufficient information in order for BellSouth to determine:</p> <ul style="list-style-type: none"> 1) Requested location of structures; Licensee must identify, with reasonable specificity, the geographic area for which facilities are required. 2) Whether BellSouth has documented plans to use facilities requested. 3) Whether another request is pending for access to structures in this route. 			
STEP 2 - BellSouth			
<p>14. Response to Licensee Request</p> <p> <input type="checkbox"/> The inquiry you made does not include sufficient detail to process your request. Please provide additional detail and resubmit. <input type="checkbox"/> BellSouth has no conduit system in the route you requested. <input type="checkbox"/> Based on current BellSouth information, BellSouth has no vacant conduit in your requested route. <input type="checkbox"/> BST or another provider has requested conduit in the specified route and facilities are not available. <input type="checkbox"/> BST or another provider has requested conduit in the specified route; your request is subordinate to that request. Contact BellSouth representative listed in item 15, below, prior to any work started on this request to coordinate. <input type="checkbox"/> Licensee may proceed, no other request outstanding in specified route; must submit form NT-1 correctly completed indicating the BellSouth approved contractor. </p> <p>Licensee must coordinate field investigation with BellSouth contact listed below in item 18.</p>			
BellSouth Review:			
<p>Instructions: BellSouth representative to conduct initial review of structures requested by Licensee to determine known availability, including existing/outstanding requests which may coincide with this request. Complete items 15-19 below.</p>			
15. BellSouth Representative:		16. Date:	17. Telephone:
BellSouth Contact Information:			
<p>Instructions: BellSouth representative to provide Licensee with contact information for coordination of work in conduit system.</p>			
18. BellSouth Contact for Work Coordination:		19. Telephone:	
STEP 3 - Licensee			

For Review Purposes Only

For Review Purposes Only

Form GN-6

1 of 1

20. Upon receipt of notification to proceed with field inspection of conduit, Licensee will:

- 1) Provide BellSouth 72 hours (minimum) advance notice of proposed scheduled work start date for conduit investigation
- 2) Conduct field investigation using a BellSouth approved contractor
- 3) Complete form CN-3 for each manhole
- 4) Submit inspection results to BST for posting to records
- 5) Submit appropriate forms for application approval (Form CN-1) and Construction Performed, etc. (NT-1).

For Review Purposes Only

For Review Purposes Only

Form PL-1

1 of 1

1. Licensee Tracking No.		APPLICATION AND POLE ATTACHMENT LICENSE		2. BST Tracking (SAM) No.	
3. Date Submitted:		4. License Agreement No.:		5. Authorized Licensee Representative:	
6. Company Making Application:				7. Telephone:	
				8. Fax:	
9. Street Address:					
10. City:			11. State:		12. Zip:
<p>In accordance with the terms and conditions of the License Agreement between us, application is hereby made for a non-exclusive license to attach communication facilities to BellSouth poles as indicated below. This request will be designated:</p>					
13. Licensee POLE ATTACHMENT (P.A.) Application No. P.A.:				(1)	
Number Requested		14. Poles		15. Anchors	
16. Approximate location (city/district):					
STEP 1 - Licensee Submittal					
<p>Licensee to submit after appropriate forms regarding pre-license surveys, make-ready requests, etc., have been approved. Make-ready work must be completed and notification received prior to application approval.</p>					
<p>17. <input type="checkbox"/> Licensee has resolved all issues regarding make-ready work as detailed on Form GN-4; if any disputes were encountered, Form NT-3 has been submitted and resolution of disputes has been agreed upon.</p>					
18. Licensee Representative:				19. Title	
20. Telephone:				21. Fax:	
<p><i>Upon approval of application by BellSouth and prior to facility placement by Licensee, Licensee must submit Form NT-1 informing BellSouth of proposed facility placement schedule.</i></p>					
STEP 2 - BellSouth Approval					
22. Date application received:			24. Approved By (name printed):		
<p>23. Pole Attachment Application is hereby (upon completion of make-ready work, if required)</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved, with revisions (see below)</p> <p><input type="checkbox"/> Denied (If denied, provide written explanation of denial.)</p>			25. Signature:		
			26. Title:		
			27. Date Approved:		
28. Local BellSouth Contact:			29. Telephone:		30. Fax:
Revisions		31. Poles Licensee requested:	32. Poles BST Approved:	33. Anchors Licensee requested:	34. Anchors BST Approved:
35. Comments:					
<p>(1) Individual applications to be numbered in sequential ascending order by Licensee for each License Agreement. Licensor will</p>					

For Review Purposes Only

For Review Purposes Only

Form PL-1
1 of 1

process applications in sequential ascending order according to the application numbers assigned by the Licensee.

For Review Purposes Only

7/28/97

Form PL-2
1 of 1

POLE SURVEY FORM							
To be completed (<i>per pole</i>) by Licensee if engineered drawings are not provided with make-ready request				2. BST Tracking (SAM) No.			
3. Date Submitted:		4. License Agreement No.:		5. Authorized Licensee Representative:			
6. Company Making Application:		7. Telephone:		8. Fax:			
9. Street Address:		11. State:		12. Zip:			
10. City:							
Pole Information (a)	Attachment Height Existing (b)	Separation Pole (c)	Mid-span (d)	Work Operation Raise (e)	Lower (f)	Attachment Height Final (g)	Charges (h)
No:	Power						
Size:	CATV						
Class:	Other						
Location:	Telephone						
Total (1)							\$
Surveyed By:				Raise (i)	Lower (j)		
				Secondary			
				Transformer			
Date:				Street Light			
				Traffic Light			
				Other			
Licensee to Place							Total (2)
							\$
Strand							\$
Amplifier							
Drop							
Pwr Supply Cab							
Anchor							
Guy Strand							
Total Make-Ready Charges: Sum (1) + (2)							
Work Order Information:							
Number:							
Date issued:							

For Review Purposes Only

For Review Purposes Only

Form PL-2
1 of 1

Comments:

(See Reverse)

For Review Purposes Only

EXPLANATION OF POLE SURVEY FORM - Form PL-2

Item	Description	Explanation	Example
a	Pole information	In the process of completing a field survey, the representative should sufficiently identify the pole by pole number, pole size, pole class, and street address (or appropriate) to properly locate in records.	Pole no. = P13S Pole size/class = 45' 5 Location = 123 1st Avenue West
b	Attachment height (existing)	The attachment heights for all current attachments on the pole should be recorded as measured from the ground (noting any violations). Multiple attachments should be so noted.	Power = CATV = Telephone = Other =
c & d	Separation at pole & mid-span	From (b) above the pole separation can be determined, as well as any violations. Mid-span measurements should also be recorded to determine possible conflicts and/or pole change-out requirements for additional attachments.	Power = CATV = Telephone = Other =
Work Operations			
e & f	Raise or lower attachments	It may be necessary to make adjustments to accommodate additional attachées. These should be identified by recording the required movement by parties involved. Under the appropriate column, the work should be identified as raise or lower and the distance indicated for each party.	Power = raise 1 ft CATV = lower 2 ft Telephone = n/a Other = n/a
g	Final attachment heights	With the information provided in (b) and determinations from (e & f), the final attachment height of all parties can be calculated (i.e. Power is attached at 25' 6", requires raising 1'; therefore, final attachment height = 26' 6".	Power = 26' 6"
h	Charges	The representative should determine from available loaded-labor rates or contractor rate schedules the costs associated with BST performing work operations for any attachée on a BST pole. These should be recorded and summed as total (1).	Power = 3,000 CATV = 500 Telephone = n/a Other = 1,230 Total (1) = 4,730
i & j	Raise or lower other attachments	Identify if any other attachments to the pole require adjustments. If these operations would require any BST expenditures, the amount should be recorded and summed to Total (2).	Power co. to raise transformer.
Total Make-Ready Charges			
These are the sum of Total (1) & Total (2) representing amounts of expenditures BST would incur to accommodate the attachment by another party.			
These should be self-explanatory.			
All other form fields			
Total = \$,xxx.xx			

For Review Purposes Only

For Review Purposes Only

Form PL-3
1 of 1

1. Licensee Tracking No.		ITEMIZED ESTIMATE		2. BST Tracking (SAM) No.	
3. Date Submitted:		4. License Agreement No.:		5. Authorized Licensee Representative:	
6. Company Making Application:		7. Telephone:		8. Fax:	
9. Street Address:		11. State:		12. Zip:	
10. City:					

Pole Information		Make-Ready Work Requirements			Material (5)		Labor (6)	
Licensor Pole No. (1)	Location (2)	Description of Work (3)	Performed By (4)	No. & Item	Unit Cost	Total Hours	Rate / Hour	Total
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

BellSouth Itemized Estimate	
BellSouth may choose to complete the above or provide itemized estimate per details of current pricing mechanization procedure currently utilized (output attached).	
11. BellSouth Representative:	12. Title
13. Telephone:	14. Fax:
15. Total Estimated Make-Ready Charges:	16. Date:

For Review Purposes Only

For Review Purposes Only

Form PL-3
1 of 1

17. ☐ Detailed cost information attached.

(See Reverse)

For Review Purposes Only

EXPLANATION OF COLUMN

- 1 Designate pole number assigned by Company

T - Telephone	E - Electric	(Circle company that will be Licensor)
---------------	--------------	--
- 2 Name of Street, Road, Highway, Route, etc.
- 3 Work Operations Description, e.g.

Lwr 2 ca 1'	Rse rack 2'	
Lwr top ca 1'	Plc A&G	
Lwr ca & term 18"	Lwr fire alm 1'	
Rpl pole	Rse trnsf 1'	
- 4 Indicate company to perform work operation

T - Telephone	T/C - Either Telephone or CATV (optional)	
E - Electric	P - Police	
C - CATV	M - Municipality	
F - Fire	O - Other	
- 5 List non-exempt material (only)
- 6 Indicate labor hours and costs required to perform work operations listed in (3)

For Review Purposes Only

For Review Purposes Only

Form PL-4
1 of 1

1. Licensee Tracking No.		NOTIFICATION OF SURRENDER OR MODIFICATION OF POLE ATTACHMENT LICENSE		2. BST Tracking (SAM) No.	
3. Date Submitted:		4. License Agreement No.:		5. Authorized Licensee Representative:	
6. Company Making Surrender/Modification:			7. Telephone:		
9. Street Address:			8. Fax:		
10. City:			11. State:		12. Zip:
In accordance with the terms and conditions of the License Agreement between us, notice is hereby given that the licenses covering occupancy of the following conduit are surrendered (or modified) as indicated below:					
STEP 1 - Licensee Submittal					
Complete one (1) form for each surrender or modification notice.					
13. Action Proposed: <input type="checkbox"/> Surrender <input type="checkbox"/> Modification		14. Original License Number:	15. Original License Date:	16. Structure Type: <input type="checkbox"/> Pole <input type="checkbox"/> Anchor <input type="checkbox"/> Anchor/Guy Strand	17. Proposed Surrender or Modification Date:
18. Pole Information (Pole number, address, location, etc.):					
19. Anchor Information (Pole number, address, location, etc.):					
20. Licensee Representative:			21. Title:		
22. Telephone:			23. Fax:		
24. Proposed Date of Removal of All Licensee Facilities:					
<p>Form NT-1 to be submitted with this form.</p> <p>Licensee will be billed for pole attachments until BellSouth is notified (and BellSouth verifies) that all Licensee facilities associated with this notice have been removed from BellSouth's poles.</p>					
STEP 2 - BellSouth Approval					
25. BellSouth Representative:			26. Title:		
27. Telephone:			28. Fax:		
29. Date Notification Received:			30. Date Notification Accepted:		
Discontinued:	31. Pole(s):	32. Anchor(s):	33. Anchor/ Guy Strand(s):	34. Facility Removal (actual) Date:	

For Review Purposes Only

For Review Purposes Only

Form PL-4
1 of 1

When Licensee performs work operations on BellSouth poles, Licensee will provide a complete set of actual drawings for posting to BellSouth records.

For Review Purposes Only

7/28/97

For Review Purposes Only

Form CN-1
1 of 1

1. Licensee Tracking No.		APPLICATION AND CONDUIT OCCUPANCY LICENSE		2. BST Tracking (SAM) No.	
3. Date Submitted:		4. License Agreement No.:		5. Authorized Licensee Representative:	
6. Company Making Application:				7. Telephone:	
				8. Fax:	
9. Street Address:					
10. City:			11. State:		12. Zip:
In accordance with the terms and conditions of the License Agreement between us, application is hereby made for a license to occupy BellSouth's conduit system as indicated below. This request will be designated:					
13. Licensee CONDUIT OCCUPANCY (C.O.) Application No. C. O.: _____ (1)					
Requested by Licensee		14. Duct Feet: _____			
15. Approximate location (city/district): _____					
(1) Individual applications to be numbered sequentially by Licensee; BellSouth will process in sequential, ascending order.					
STEP 1 - Licensee Submittal					
Licensee to submit after appropriate forms regarding pre-license surveys, make-ready requests, etc., have been approved; in addition, make-ready work must be completed and notification received.					
<p>Licensee is responsible for expense of BellSouth's employee when Licensee is performing work in BellSouth manholes.</p> <p>This form to be submitted after make-ready work has been completed by Licensee using Form NT-1 or Licensee has received notice of completion. Application for occupancy will not be approved prior to make-ready work being completed. Appropriate Forms CN-4 and CN-5 to be included.</p>					
16. Licensee Representative:			17. Title:		
18. Telephone:			19. Fax:		
<p><i>Upon approval of application by BellSouth and prior to facility placement by Licensee, Licensee must submit Form NT-1 informing BellSouth of proposed facility placement schedule.</i></p>					
STEP 2 - BellSouth Approval					
20. Date application received:			22. Approved By (name printed):		
21. Conduit Occupancy Application is hereby (upon completion of make-ready work, if required)			23. Signature:		
<input type="checkbox"/> Approved			24. Title:		
<input type="checkbox"/> Approved, with revisions (see below)			25. Date Approved:		
<input type="checkbox"/> Denied (If denied, provide written explanation of denial.)					
IDEAL Input Requirements (for billing purposes):				Date input into IDEAL:	
Telco Ref # (from IDEAL Input): CO		NPA:	NXX:	Area (Wire Center):	
26. Local BellSouth Contact:			27. Telephone:		28. Fax:
Revisions		29. Duct Feet Licensee Requested:		30. Duct Feet BellSouth Approved:	
31. Comments:					

For Review Purposes Only

For Review Purposes Only

Form CN-2

1 of 1

1. Licensee Tracking No.	CONDUIT SYSTEM DIAGRAM		2. BST Tracking (SAM) No.
3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:	
6. Company Making Application:		7. Telephone:	
		8. Fax:	
9. Street Address:			
10. City:		11. State:	12. Zip:

Letters (A, B, & C) = Cable designation by type from Form CN-4
Numbers (1, 2, etc.) = Number of cable(s) by section
= Represents all cables in conduit section
⊕ = Pole

For Review Purposes Only

For Review Purposes Only

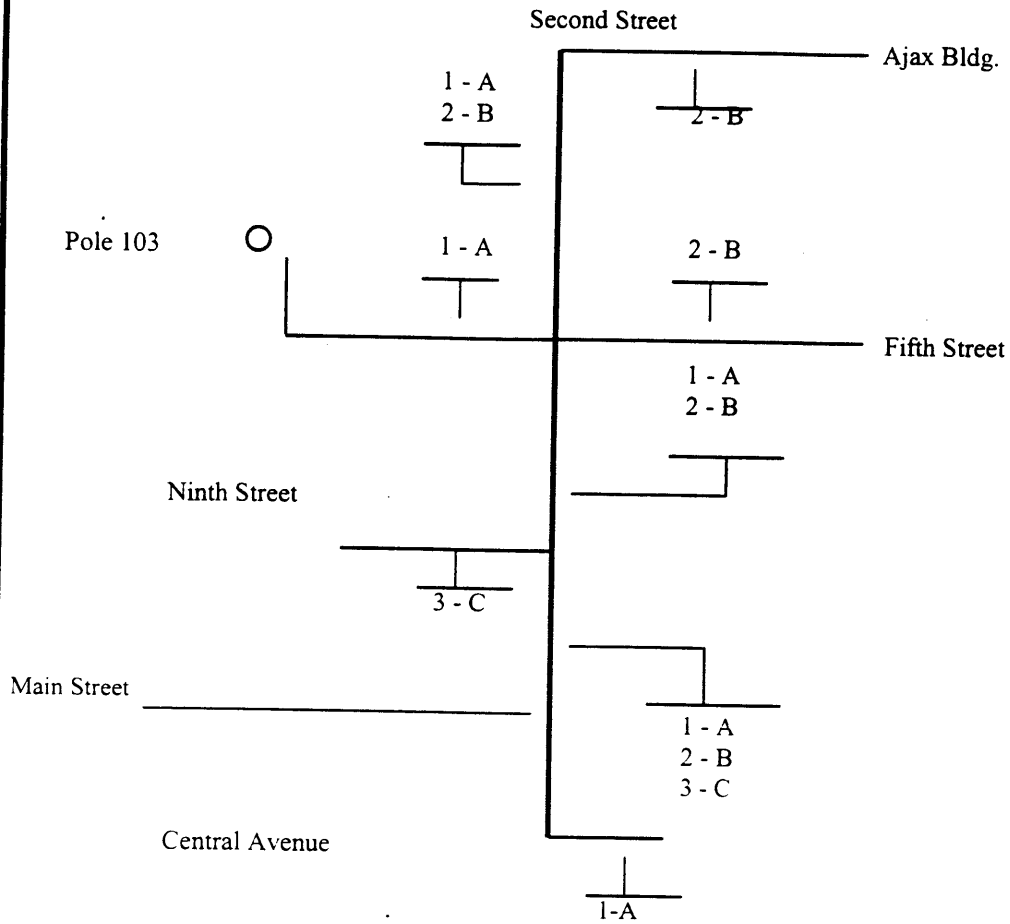
Form CN-2
1 of 1

(See Reverse)

7/28/97

For Review Purposes Only

CONDUIT SYSTEM DIAGRAM - SAMPLE



Letters (A, B, & C) = Cable designation by type from Form CN-4
 Numbers (1, 2, etc.) = Number of cable(s) by section
 _____ = Represents all cables in conduit section
 ⊕ = Pole

For Review Purposes Only

For Review Purposes Only

- ☒

- 4 occupied ducts
- ☒

- 3 innerducts with 2 vacancies

For Review Purposes Only

For Review Purposes Only

Form CN-4
1 of 1

[illegible]

- (a) **Cable Designation:** Assign letter, alphabetically, to each different type of cable to be installed.
- (b) **O. D. (Inches):** Outside diameter of cable.
- (c) **WT. Lbs. per foot:** Self-explanatory.
- (d) **Metallic Sheath Or Shield:** Self-explanatory.
- (e) **Type of Cable:** If coaxial cable, show number of tubes.
- (f) **Maximum Voltage to Ground:** Self-explanatory.
- (g) **Maximum Current in any Conductor:** Indicate voltage and amperage.
- (h) **Type of Jacket:** Enter the type of material of the outer jacket or sheath (polyethylene, PVC, lead, etc.)

For Review Purposes Only

For Review Purposes Only

Form CN-5
1 of 1

1. Licensee Tracking No.		EQUIPMENT HOUSINGS TO BE PLACED IN MANHOLES				2. BST Tracking (SAM) No.	
3. Date Submitted:		4. License Agreement No.:		5. Authorized Licensee Representative:			
6. Company Making Application:				7. Telephone:			
				8. Fax:			
9. Street Address:							
10. City:				11. State:		12. Zip:	
Licensee to provide all information							
Manhole Location (a)		Type (b)		Height (c)		Width (d)	
						Depth (e)	Weight (f)
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
13.							
14.							
15.							
16.							
17.							
18.							
19.							
20.							

For Review Purposes Only

For Review Purposes Only

Form CN-5
1 of 1

For Review Purposes Only

7/28/97

For Review Purposes Only

Form CN-6
of 1

1. Licensee Tracking No.		CONDUIT MAKE-READY WORK & CHARGES			2. BST Tracking (SAM) No.	
3. Date Submitted:		4. License Agreement No.:			5. Authorized Licensee Representative:	
6. Company Making Application:		7. Telephone:			8. Fax:	
9. Street Address:		11. State:			12. Zip:	
10. City:						

Conduit Information		Make-Ready Work Requirements	Material (4)		Labor (5)		
Location		Description of Work (3)	No. & Item	Unit Cost	Total Hours	Rate / Hour	Total
Street (1)	Section (2)						
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

BellSouth Itemized Estimate

BellSouth may choose to complete the above or provide itemized estimate per details of current pricing mechanization procedure currently utilized (output attached).

11. BellSouth Representative:	12. Title
13. Telephone:	14. Fax:
15. Total Estimated Make-Ready Charges:	16. Date:
17. <input type="checkbox"/> Detailed cost information attached.	

For Review Purposes Only

For Review Purposes Only

(See Reverse)

Form CN-6
of 1

For Review Purposes Only

EXPLANATION OF COLUMN

- 1 Name of Street, Road, Highway, Route, etc.
- 2 Conduit section involved, e.g., MH102 to MH103, MH104 to pole 103, etc.
- 3 Work description, e.g., pump out mh, rod duct, mark duct, clear duct, replace 100X cable, etc.
- 4 List non-exempt material (only)
- 5 Indicate labor hours and costs required to perform work operations listed in (3).

For Review Purposes Only

For Review Purposes Only

Form CN-7
1 of 1

1. Licensee Tracking No.	NOTIFICATION OF SURRENDER OR MODIFICATION OF CONDUIT OCCUPANCY LICENSE		2. BST Tracking (SAM) No.
3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:	
6. Company Making Surrender/Modification:		7. Telephone:	
		8. Fax:	
9. Street Address:			
10. City:		11. State:	12. Zip:
<p>In accordance with the terms and conditions of the License Agreement between us notice is hereby given that the licenses covering occupancy of the following conduit are surrendered (or modified) as indicated below:</p> <p style="text-align: center;">STEP 1 - Licensee Submittal</p> <p>Complete one (1) form for each surrender or modification notice.</p>			
13. License Number:	14. License Date:	15. Action Proposed: <input type="checkbox"/> Surrender <input type="checkbox"/> Modification	16. Proposed Surrender or Modification Date:
17. Licensee Representative:		18. Title:	
19. Telephone:		20. Fax:	
21. Proposed Date of Removal of All Licensee Facilities:			
<p>Licensee is responsible for expense of BellSouth's employee when Licensee is performing work in BellSouth manholes.</p> <p>Form NT-1 to be submitted with this form.</p> <p>Licensee will be billed for conduit occupancy until BellSouth is notified (and BellSouth verifies) that all Licensee facilities associated with this notice have been removed from BellSouth's conduit system.</p>			
STEP 2 - BellSouth Approval			
22. BellSouth Representative:		23. Title:	
24. Telephone:		25. Fax:	
26. Date Notification Received:		27. Date Notification Accepted:	
Discontinued:	28. Total duct footage:	29. Facility Removal (actual) Date:	

For Review Purposes Only

7/28/97

For Review Purposes Only

Form CN-7
1 of 1

When Licensee performs work operations in BellSouth conduit system, Licensee will provide a complete set of actual drawings for posting to BellSouth records.

For Review Purposes Only

For Review Purposes Only

Agreement Reference Article 3.5.7

Form CN-8
1 of 1

1. Licensee Tracking No.		REQUEST FOR ENTRY INTO MANHOLE(S) and/or VAULT(S)		2. BST Tracking (SAM) No.	
3. Date Submitted:		4. License Agreement No.:		5. Authorized Licensee Representative:	
6. Company Making Application:				7. Telephone:	
				8. Fax:	
9. Street Address:					
10. City:			11. State:		12. Zip:
Licensee hereby notifies BellSouth of its intent to access BellSouth's owned or controlled manhole's or underground vault(s) for the purpose of:					
STEP 1 - Licensee Submittal					
Licensee to submit after appropriate forms regarding pre-license surveys, make-ready requests, etc., have been approved; in addition, make-ready work must be completed and notification received.					
13. Description of proposed work:					
Licensee is responsible for expense of BellSouth's employee when Licensee is performing work in BellSouth manholes.					
Form NT-1 to be submitted with this form. In addition, a key map and route schematic are to be attached. Subsequent Form NT-1 is required upon completion of facility placement.					
14. Notification: This is Licensee's notification of work to be performed within 48 hours of the date indicated on Form NT-1. Work to be completed in the following manner: <input type="checkbox"/> Licensee requests BellSouth to perform such work; Form GN-4 must be submitted, approved, and attached. <input type="checkbox"/> Licensee will perform such work with the following approved BellSouth contractor: Contractor name _____					
15. Licensee Representative:			16. Title:		
17. Telephone:			18. Fax:		
STEP 2 - BellSouth Approval					
19. Processing: <input type="checkbox"/> BellSouth approves request as submitted; Licensee or Licensee's agent to perform construction. <input type="checkbox"/> BellSouth elects to perform work for Licensee. <input type="checkbox"/> BellSouth approves request, with exceptions (attached). <input type="checkbox"/> BellSouth denies request as submitted for the following reason(s) (attached).					
20. BellSouth Representative:			21. Title:		22. Date Received:
23. Telephone:			24. Fax:		

For Review Purposes Only

7/28/97

For Review Purposes Only

Agreement Reference Article 3.5.7

Form CN-8
1 of 1

--

For Review Purposes Only

7/28/97

For Review Purposes Only

Form CN-9
1 of 1

1. Licensee Tracking No.		REQUEST TO "ROD" and/or CLEARING OF DUCT(S)		2. BST Tracking (SAM) No.	
3. Date Submitted:		4. License Agreement No.:		5. Authorized Licensee Representative:	
6. Company Making Application:				7. Telephone:	
				8. Fax:	
9. Street Address:					
10. City:			11. State:		12. Zip:
<p>Licensee hereby requests from BellSouth permission to "rod" or clean ducts as described (see attached work authorization) in order to place:</p>					
<p align="center">STEP 1 - Licensee Submittal</p> <p>Licensee to submit after appropriate forms regarding pre-license surveys, make-ready requests, etc., have been approved; in addition, make-ready work must be completed and notification received.</p>					
13. Description of proposed work:					
<p>Licensee is responsible for expense of BellSouth's employee when Licensee is performing work in BellSouth manholes.</p> <p>Form NT-1 to be submitted with this form. In addition, a key map and route schematic are to be attached. Subsequent Form NT-1 is required upon completion of facility placement.</p>					
14. Notification:					
This is Licensee's request for work to be completed in the following manner:					
<input type="checkbox"/> Licensee requests BellSouth to perform such work; Form GN-4 must be submitted, approved, and attached.					
<input type="checkbox"/> Licensee will perform such work with the following approved BellSouth contractor:					
Contractor name _____					
15. Licensee Representative:			16. Title:		
17. Telephone:			18. Fax:		
<p align="center">STEP 2 - BellSouth Approval</p>					
19. Processing:					
<input type="checkbox"/> BellSouth approves request as submitted; Licensee or Licensee's agent to perform construction.					
<input type="checkbox"/> BellSouth elects to perform work for Licensee.					
<input type="checkbox"/> BellSouth approves request, with exceptions (attached).					
<input type="checkbox"/> BellSouth denies request as submitted for the following reason(s) (attached).					
20. BellSouth Representative:			21. Title:		22. Date Received:

For Review Purposes Only

For Review Purposes Only

Form CN-9
1 of 1

23. Telephone:

24. Fax:

For Review Purposes Only

For Review Purposes Only

Form CN-10
1 of 1

1. Licensee Tracking No.		REQUEST TO CORE BORE and/or MODIFY MANHOLE(S)		2. BST Tracking (SAM) No.	
3. Date Submitted:		4. License Agreement No.:		5. Authorized Licensee Representative:	
6. Company Making Application:				7. Telephone:	
				8. Fax:	
9. Street Address:					
10. City:			11. State:		12. Zip:
<p>Licensee hereby requests from BellSouth permission to core-bore/modify manhole(s) as described (see attached work authorization) in order to place:</p>					
<p align="center">STEP 1 - Licensee Submittal</p> <p>Licensee to submit after appropriate forms regarding pre-license surveys, make-ready requests, etc., have been approved; in addition, make-ready work must be completed and notification received.</p>					
13. Description of proposed work:					
<p>Licensee is responsible for expense of BellSouth's employee when Licensee is performing work in BellSouth manholes.</p> <p>Form NT-1 to be submitted with this form. In addition, a key map and route schematic are to be attached. Subsequent Form NT-1 are required upon completion of facility placement.</p>					
14. Notification:					
This is Licensee's request for work to be completed in the following manner:					
<input type="checkbox"/> Licensee requests BellSouth to perform such work; Form GN-4 must be submitted, approved, and attached.					
<input type="checkbox"/> Licensee will perform such work with the following approved BellSouth contractor:					
Contractor name _____					
15. Licensee Representative:			16. Title:		
17. Telephone:			18. Fax:		
<p align="center">STEP 2 - BellSouth Approval</p>					
19. Processing:					
<input type="checkbox"/> BellSouth approves request as submitted; Licensee or Licensee's agent to perform construction.					
<input type="checkbox"/> BellSouth elects to perform work for Licensee.					
<input type="checkbox"/> BellSouth approves request, with exceptions (attached).					
<input type="checkbox"/> BellSouth denies request as submitted for the following reason(s) (attached).					
20. BellSouth Representative:			21. Title:		22. Date Received:

For Review Purposes Only

For Review Purposes Only

Form CN-10
1 of 1

23. Telephone:

24. Fax:

For Review Purposes Only

7/28/97

For Review Purposes Only

Form CN-11

1 of 1

1. Licensee Tracking No.		SPARE and/or EMERGENCY RESERVATION		2. BST Tracking (SAM) No.	
3. Date Submitted:		4. License Agreement No.:		5. Authorized Licensee Representative:	
6. Company Making Application:				7. Telephone:	
				8. Fax:	
9. Street Address:					
10. City:			11. State:		12. Zip:
Licensee hereby requests from BellSouth permission to either establish a spare conduit (as permitted) or to access conduit on an emergency basis.					
STEP 1 - Licensee Submittal					
Licensee to submit after appropriate forms regarding pre-license surveys, make-ready requests, etc., have been approved; in addition, make-ready work must be completed and notification received.					
13. Conduit Determination: <input type="checkbox"/> Spare Conduit (only occupied by Licensee in event of upgrade or emergency; removal of cable from original conduit will render it as "new" spare). <input type="checkbox"/> Emergency Occupancy (Licensee chose not to reserve 'spare'; Licensee duct assignment will default to this conduit. Original duct vacated will revert back to Licensor).					
14. Licensee CONDUIT OCCUPANCY (C.O.) Application No. C. O.: _____ (1)					
Requested by Licensee		15. Duct Feet: _____			
16. Approximate location (city/district): _____ (1) Individual applications to be numbered sequentially by Licensee; BellSouth will process in sequential, ascending order.					
Licensee is responsible for expense of BellSouth's employee when Licensee is performing work in BellSouth manholes. This form to be submitted after make-ready work has been completed by Licensee using Form NT-1 or Licensee has received notice of completion. Application for occupancy will not be approved prior to make-ready work being completed. Appropriate Forms CN-4 and CN-5 to be included.					
17. Licensee Representative:				18. Title:	
19. Telephone:				20. Fax:	
Upon approval of application by BellSouth and prior to facility placement by Licensee, Licensee must submit Form NT-1 informing BellSouth of proposed facility placement schedule.					
STEP 2 - BellSouth Approval					
21. Conduit Occupancy Application is hereby <input type="checkbox"/> Approved <input type="checkbox"/> Approved, with revisions (see below) <input type="checkbox"/> Denied (If denied, provide written explanation of denial.)					
22. BellSouth Representative:			23. Title:		24. Date Received:
25. Telephone:			26. Fax:		
Revisions		27. Duct Feet Licensee Requested:		28. Duct Feet BellSouth Approved:	
29. Comments:					

For Review Purposes Only

For Review Purposes Only

Form RW-1


1 of 2

1. Licensee Tracking No.		APPLICATION AND RIGHT OF WAY OCCUPANCY LICENSE		2. BST Tracking (SAM) No.	
3. Date Submitted:		4. License Agreement No.:		5. Authorized Licensee Representative:	
6. Company Making Application:				7. Telephone:	
				8. Fax:	
9. Street Address:					
10. City:			11. State:		12. Zip:
<p>In accordance with the terms and conditions of the Agreement between us, application is hereby made for a license to occupy BellSouth's right of way as indicated below. This request will be designated:</p>					
13. Licensee RIGHT OF WAY OCCUPANCY (R.O.) Application No. R. O.: _____ (1)					
Requested by Licensee		14. A. Linear Feet: _____		14. B. Area: _____	
15. Approximate location (city/district): _____					
<p>Provide complete details on RW-1, 2 of 2</p> <p>(1) Individual applications to be numbered sequentially by Licensee; BellSouth will process in sequential, ascending order.</p>					
STEP 1 - Licensee Submittal					
Licensee to submit after appropriate forms regarding pre-license surveys, make-ready requests, etc., have been approved.					
<p>This form to be submitted after make-ready work has been completed by Licensee using Form NT-1 or Licensee has received notice of completion. Application for occupancy will not be approved prior to make-ready work being completed.</p>					
16. Licensee Representative:			17. Title:		
18. Telephone:			19. Fax:		
<p>Upon approval of application by BellSouth and prior to facility placement by Licensee, Licensee must submit Form NT-1 informing BellSouth of proposed facility placement schedule.</p>					
STEP 2 - BellSouth Approval					
20. Date application received:			22. Approved By (name printed):		
21. Right of Way Occupancy Application is hereby (upon completion of make-ready work, if required) <input type="checkbox"/> Approved <input type="checkbox"/> Approved, with revisions (see below) <input type="checkbox"/> Denied (If denied, provide written explanation of denial.)			23. Signature:		
			24. Title:		
			25. Date Approved:		
26. Local BellSouth Contact:			27. Telephone:		28. Fax:
Revisions	29. Linear Feet/ Area(Acres) Licensee Requested:		30. Linear Feet/ Area(Acres) BellSouth Approved:		
31. Comments:					

For Review Purposes Only

For Review Purposes Only

Form RW-1
2 of 2

1. Licensee Tracking No.	RIGHT OF WAY OCCUPANCY LICENSE - LOCATION DESCRIPTION	2. BST Tracking (SAM) No.
3. County (Parish):		4. State:
5. Section:	6. Township/Land District:	7. Range/Land Lot:
Describe and sketch right of way location in detail. (All proposed facilities must be shown in relationship to right of way boundaries and BellSouth facilities.):		
<div data-bbox="191 625 240 802"></div> <div data-bbox="194 814 224 844">N</div>		

For Review Purposes Only

For Review Purposes Only

Form NT-1
1 of 1

1. Licensee Tracking No.		CONSTRUCTION PERFORMED and/or COMPLETED		2. BST Tracking (SAM) No.	
3. Date Submitted:		4. License Agreement No.:		5. Authorized Licensee Representative:	
6. Company Making Application:				7. Telephone:	
				8. Fax:	
9. Street Address:					
10. City:			11. State:		12. Zip:
<p>In lieu of obtaining performance of make-ready work by BellSouth (permitted in conduit, only), Licensee, at its option, may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its facilities. This information to be provided upon completion of Form GN-4.</p> <p>Submit this form to BellSouth single-point of contact (SPOC) for reporting various stages of construction proposals and completion notices (same form for all steps).</p>					
<p align="center">STEP 1 - Use this section to indicate PROPOSED Make-Ready construction information (30 day advance notice required when performed by Licensee)</p>					
13. Facility Type:			14. Date Submitted (if different from above):		
<input type="checkbox"/> Pole Attachments <input type="checkbox"/> Conduit Occupancy					
15. Construction start date:			16. Construction Company Name:		
17. Authorized Construction Contact:			18. Telephone:		
<p align="center">STEP 2 - Use this section to report COMPLETION of Make-Ready construction</p>					
19. Reported By:			20. Date Reported:		
21. Actual Make-Ready Completion Date:					
<p>BellSouth will issue a license to Licensee at the time all make-ready work necessary for Licensee's attachment or occupancy has been completed.</p>					
<p align="center">STEP 3 - Use this section to indicate PROPOSED Placement of Licensee Facilities (30 day advance notice required when performed by Licensee)</p>					
22. Proposed Construction Start Date:			23. Construction Company Name:		
24. Authorized Construction Contact:			25. Telephone:		26. Date Submitted:
<p align="center">STEP 4 - Use this section to report COMPLETED Placement of Licensee Facilities</p>					
27. Reported By:			28. Date Reported:		
29. Actual Make-Ready Completion Date:					
<p>For each Licensee authorization, either making attachment to or occupancy within BellSouth facilities, Licensee will provide a complete set of actual placement drawings for posting to BellSouth records.</p>					

For Review Purposes Only

For Review Purposes Only

Form NT-1
1 of 1

30. <input type="checkbox"/> Actual Placement Drawings Attached	31. BellSouth Test Center Notified of Activity in Manhole(s) During: <input type="checkbox"/> Licensee Make-Ready Work <input type="checkbox"/> Licensee Actual Facility Placement
---	---

For Review Purposes Only

Form NT-2
1 of 1

1. Licensee Tracking No.		LASHING TO THIRD-PARTY FACILITIES		2. BST Tracking (SAM) No.	
3. Date Submitted:		4. License Agreement No.:		5. Authorized Licensee Representative:	
6. Company Making Application:				7. Telephone:	
				8. Fax:	
9. Street Address:					
10. City:			11. State:		12. Zip:
Licensee hereby notifies BellSouth of its desire to lash cable to existing third-party facilities.					
Licensee proposes to lash cable to existing aerial third-party facilities as described in the following:					
13. <input type="checkbox"/> Key Map					
14. <input type="checkbox"/> Route Diagram					
15. <input type="checkbox"/> Written Authorization from party owning cable attachment (attached)					
Existing third party _____					
16. <input type="checkbox"/> Proposed Cable Specifications					
17. <input type="checkbox"/> Storm Loading Calculations, based upon facilities currently existing on poles and proposed Licensee attachment(s), are required prior to approval being granted.					
BellSouth will not approve request if Licensee does not provide all above required information.					
Cable Specifications:					
18. Physical Size:		19. Weight:		20. Jacket Type:	
Other Facilities Attached:					
21. Physical Size:		22. Weight:		23. Jacket Type:	
Form NT-1 to be submitted with this form.					
BellSouth Approval					
<i>BellSouth will attempt to respond to request within fifteen (15) business days (from date received by BellSouth)</i>					
24. Processing:					
<input type="checkbox"/> The notification you provided does not include all required attachments; please provide all required information (in entirety) and resubmit.					
<input type="checkbox"/> BellSouth approves proposal as submitted.					
<input type="checkbox"/> BellSouth denies proposal (justification per the attached).					
25. Date Received:			26. BellSouth Representative:		

For Review Purposes Only

--

For Review Purposes Only

Form NT-3

1 of 1

1. Licensee Tracking No.		DISPUTE OF MAKE-READY CHARGES		2. BST Tracking (SAM) No.	
3. Date Submitted:		4. License Agreement No.:		5. Authorized Licensee Representative:	
6. Company Making Application:				7. Telephone:	
				8. Fax:	
9. Street Address:					
10. City:			11. State:		12. Zip:
<p>Licensee is hereby reporting to BellSouth that it is disputing the estimated charges for make-ready work to accommodate Licensee's facilities. Details of the disputed charges are below:</p>					
13. Application Number:		14. <input type="checkbox"/> Pole or <input type="checkbox"/> Conduit		15. BellSouth Charges:	
16. Reason for Dispute by Licensee:					
<p style="text-align: center;">Attach additional sheets, if more space is required.</p>					
17. Date Received by BellSouth:			18. BellSouth Representative:		
19. Referred to:			20. Telephone:		
21. Response:					
<input type="checkbox"/> Licensee did not submit sufficient detail for evaluation; returned to Licensee. <input type="checkbox"/> Licensee agreed to original BellSouth estimated charges; BellSouth to proceed with make-ready construction. <input type="checkbox"/> BellSouth and Licensee reached agreement as detailed in resolution below; BellSouth to proceed with make-ready construction. <input type="checkbox"/> Agreement could not be reached; Licensee to perform its own make-ready work (in conduit, only). <input type="checkbox"/> Other, explanation required:					
22. Date Resolved:			23. Licensee informed (date):		
24. BellSouth Representative:			25. Telephone:		
26. Resolution:					
<p>Licensee to submit application for Pole Attachments (Form PL-1) or Conduit Occupancy (Form CN-1); application to be approved upon completion of make-ready work.</p>					

For Review Purposes Only

For Review Purposes Only

Form NT-4
1 of 1

1. Licensee Tracking No.		CHANGE IN PRIORITY FOR PROCESSING APPLICATIONS		2. BST Tracking (SAM) No.	
3. Date Submitted:		4. License Agreement No.:		5. Authorized Licensee Representative:	
6. Company Making Application:				7. Telephone:	
				8. Fax:	
9. Street Address:					
10. City:			11. State:		12. Zip:
<p>Licensee is hereby reporting to BellSouth that it is requesting a change in the prioritization of Licensee's application request or a change in prioritization of completion of make-ready work. Details of the disputed charges are below:</p> <p>A separate Form NT-4 to be completed for each request.</p> <div style="border: 2px solid black; padding: 5px; margin: 10px 0;"> <p>If Licensee desires make-ready work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges.</p> </div>					
13. Application Number:		14. Original Make-Ready Complete Date:		15. New Make-Ready Complete Date:	
16. Comments:					
<p>Attach additional sheets, if more space is required.</p>					
17. Date Received by BellSouth:			18. BellSouth Representative:		
19. Referred to:			20. Telephone:		
21. Response:					
<input type="checkbox"/> Licensee did not submit sufficient detail for evaluation; returned to Licensee. <input type="checkbox"/> BellSouth provided re-calculated costs for expediting Licensee's make-ready work. <input type="checkbox"/> BellSouth cannot meet Licensee's requested schedule. <input type="checkbox"/> Other, explanation required:					
22. Date Resolved:		23. Original Make-Ready Costs:		24. Additional Make-Ready Costs:	
				25. Licensee informed (date):	
26. BellSouth Representative:				27. Telephone:	
28. Comments:					

For Review Purposes Only

For Review Purposes Only

Form NT-5
1 of 1

1. Licensee Tracking No.	CHANGE OF SPOC		2. BST Tracking (SAM) No.
3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:	
6. Company Making Application:		7. Telephone:	
		8. Fax:	
9. Street Address:			
10. City:		11. State:	12. Zip:
Licensee herewith gives notice to BellSouth of a change in the identification of the Single-Point of Contact (SPOC).			
13. Current SPOC:			
14. Replacement SPOC:		15. Title:	
16. Telephone:		17. Fax:	
18. Street Address:			
19. City:		20. State:	21. Zip:
22. Effective Date:			
23. Comments:			
24. Date Received by BellSouth:		25. BellSouth Representative:	

For Review Purposes Only

For Review Purposes Only

Form NT-6
1 of 1

1. Licensee Tracking No.	MAINTENANCE MANAGER		2. BST Tracking (SAM) No.
3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:	
6. Company Making Application:		7. Telephone:	
		8. Fax:	
9. Street Address:			
10. City:		11. State:	12. Zip:
Licensee is hereby reporting to BellSouth a change of its Maintenance Manager.			
13. Current Maintenance Manager:			
14. Replacement Maintenance Manager:		15. Title:	
16. Telephone:		17. Fax:	
18. Street Address:			
19. City:		20. State:	21. Zip:
22. Effective Date:			
23. Comments:			
24. Date Received by BellSouth:		25. BellSouth Representative:	

For Review Purposes Only

For Review Purposes Only

Form NT-7
1 of 1

1. Licensee Tracking No.		INSPECTION AND COMPLIANCE		2. BST Tracking (SAM) No.	
3. Date Submitted:		4. License Agreement No.:		5. Authorized Licensee Representative:	
6. Company Making Application:				7. Telephone:	
				8. Fax:	
9. Street Address:					
10. City:			11. State:		12. Zip:
Key map and route schematic required					
1	Total Authorized Poles/Conduit Sections in the Location Area				
2	Number of Authorized Poles/Conduit Sections Inspected				
3	Total Unauthorized Pole Attachments/Conduit Occupancies Observed				
4	Total Poles/Conduit Sections Inspected and Observed (2 + 3)				
5	% Authorized Poles/Conduit Sections Inspected to Authorized (2 / 1)				
6	% Unauthorized Poles/Conduit Sections Observed to Inspected (3 / 2)				
7	Estimated Total Unauthorized Pole Attachments/Conduit Occupancies (1 x 6)				
8	Estimated Total Poles/Conduit Sections With Attachment/Occupancy (1 + 7)				
9	% Inspected Poles to Total Poles (4 / 8)				
Infractions / Unauthorized Attachments / Occupancies				Number Observed (A)	Estimated Total (A * Ln 4) * Ln 8
10	Cable or Drop Too Close To Electric Circuits - On Pole				
11	Cable or Drop Too Close To Electric Circuits - On Midspan				
12	Cable or Drop Too Close To Telephone Circuits - On Pole				
13	Cable or Drop Too Close To Telephone Circuits - On Midspan				
14	Insufficient Ground Clearance - Cable				
15	Climbing Space Violation				
16	Unauthorized Attachments				
17					
18					
19					
20					
21. Date Received by BellSouth:			22. BellSouth Representative:		
23. Referred to:			24. Telephone:		
25. Comments:					

Details of Infractions / Unauthorized Attachments/Occupancies (see attached documentation):

For Review Purposes Only

For Review Purposes Only

Form NT-8
1 of 1

1. Licensee Tracking No.		UNSAFE CONDITIONS		2. BST Tracking (SAM) No.	
3. Date Submitted:		4. License Agreement No.:		5. Authorized Licensee Representative:	
6. Company Making Application:			7. Telephone:		
			8. Fax:		
9. Street Address:					
10. City:			11. State:		12. Zip:
<div style="border: 2px solid black; padding: 5px; text-align: center;">Key map and route schematic required</div>					
Licensee is hereby reporting to BellSouth that an unsafe condition(s) occur(s) at or near the vicinity of BellSouth's pole or conduit system. The unsafe condition is as follows:					
13. Explanation:					
14. This condition requires:					
<input type="checkbox"/> Immediate action by BellSouth.					
<input type="checkbox"/> Next business day action by BellSouth					
<input type="checkbox"/> Does not involve immediate danger to personnel or public safety, but should be addressed by BellSouth at BellSouth's discretion.					
<input type="checkbox"/> Other, explanation required:					
15. Date Received by BellSouth:			16. BellSouth Representative:		
17. Referred to:			18. Telephone:		
19. Comments:					

For Review Purposes Only

For Review Purposes Only

Form NT-8
1 of 1

Details of Infractions / Unauthorized Attachments/Occupancies (see attached documentation):

For Review Purposes Only

Form NT-9
1 of 1

1. Licensee Tracking No.	DISPUTE of NONCOMPLIANCE		2. BST Tracking (SAM) No.
3. Date Submitted:	4. License Agreement No.:	5. Authorized Licensee Representative:	
6. Company Making Application:		7. Telephone:	
		8. Fax:	
9. Street Address:			
10. City:		11. State:	12. Zip:
Licensee herewith disputes BellSouth's notice of noncompliance for reason(s) set forth below.			
13. BellSouth Notification No.:	14. Notification Date:	15. License No.:	
16. Attachment or occupancy is in compliance for the following reasons:			
17. Date Received by BellSouth:		18. BellSouth Representative:	
19. Referred to:		20. Telephone:	
21. Comments:			

For Review Purposes Only

For Review Purposes Only

Form NT-10

1 of 1

1. Licensee Tracking No.		FACILITIES BROUGHT INTO COMPLIANCE		2. BST Tracking (SAM) No.	
3. Date Submitted:		4. License Agreement No.:		5. Authorized Licensee Representative:	
6. Company Making Application:			7. Telephone:		
			8. Fax:		
9. Street Address:					
10. City:			11. State:		12. Zip:
Licensee is hereby reporting to BellSouth that it has brought its facilities into compliance.					
13. BellSouth Notification No.:		14. Effective Date:		15. License No.:	
16. Work Completed:					
<input type="checkbox"/> As requested by BellSouth					
<input type="checkbox"/> Alternate Method of Construction Completed (explain below)					
17. Explanation of alternate construction method:					
18. Date Received by BellSouth:			19. BellSouth Representative:		
20. Referred to:			21. Telephone:		
22. Comments:					

For Review Purposes Only

For Review Purposes Only

Form NT-11
1 of 1

1. Licensee Tracking No.		BELLSOUTH NOTIFICATIONS		2. BST Tracking (SAM) No.	
3. Date Submitted:		4. License Agreement No.:		5. Authorized Licensee Representative:	
6. Company Making Application:				7. Telephone:	
				8. Fax:	
9. Street Address:					
10. City:			11. State:		12. Zip:
13. Notification Format:					
<input type="checkbox"/> Phone <input type="checkbox"/> Paper <input type="checkbox"/> Electronic <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax					
Section 1 - To BellSouth From Licensee					
14. Notification Number:		15. BellSouth Contact:		16. Telephone:	
				17. Fax:	
Section 2 - To Licensee From BellSouth					
18. Notification Number:		19. Licensee Contact:		20. Telephone:	
				21. Fax:	

BELLSOUTH NOTIFICATIONS

X

Single Point of Contact (SPOC) Information and/or changes

Other Documentation

Notification & denial of space availability

BellSouth Conveyance of property

Relocations & rearrangements due to new BellSouth agreements

Unauthorized 3rd party attachment

Conduit extensions or reinforcements on existing leased space

Emergency, provision, or applicable joint use agreement requires work on License facilities or structure

Removal of retired cable

Certified Contractor List (initial & changes)

Authorization to Licensee for "rodding" ducts

Changes to BellSouth Environmental Practice

Notification of known environmental contaminants

Inspection Results

Notification of field survey work by BellSouth

Information on Environment, Health & Safety inspections

Administrative Processing

Request for rearrangement of Licensee facilities

Notice of compliance inspections by BellSouth

Noncompliance associated with agreement

Correction of Licensee noncompliance

Reattachment of Licensee facilities by BellSouth

Unauthorized attachments

Changes in rates & computation of charges

For Review Purposes Only

For Review Purposes Only

Form NT-11
1 of 1

22. Additional Documentation Attached:

☐

YES

☐

NO

For Review Purposes Only

For Review Purposes Only

Form NT-12
1 of 1

1. Licensee Tracking No.		LICENSEE NOTIFICATIONS		2. BST Tracking (SAM) No.	
3. Date Submitted:		4. License Agreement No.:		5. Authorized Licensee Representative:	
6. Company Making Application:				7. Telephone:	
				8. Fax:	
9. Street Address:					
10. City:			11. State:		12. Zip:
13. Notification Format:					
<input type="checkbox"/> Phone <input type="checkbox"/> Paper <input type="checkbox"/> Electronic <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax					
Section 1 - To BellSouth From Licensee					
14. Notification Number:		15. BellSouth Contact:		16. Telephone:	
				17. Fax:	
Section 2 - To Licensee From BellSouth					
18. Notification Number:		19. Licensee Contact:		20. Telephone:	
				21. Fax:	
LICENSEE NOTIFICATIONS					
X					
Single Point of Contact (SPOC) Information and/or changes					
Other Documentation					
Licensee's consent for third party attachment to its facilities					
Licensee's notification of wish to participate in rearrangements					
Licensee's intent to connect its conduit to BellSouth manhole					
Request for routine work entry into BellSouth's manholes					
Reporting unsafe working conditions					
Request for records and information					
Request to enter and inspect BellSouth's structures for usability					
Make-ready documentation					
Licensee Applications for Space					
Request for lashing to other parties facilities					
Request for Licensee to rod BellSouth conduit for availability					
Documentation on preclicense survey work and make-ready costs					
Termination of existing license					
Request to perform make-ready work on an expedited basis					
Structures not suitable for Licensee to work					
Construction performance to standards & requirements					
Routine work in BellSouth's manhole by Licensee					
Identification of Licensee routine maintenance manager					
Modifications of Licensee facilities with existing lease					
Acknowledgment of BellSouth noncompliance notice					
Dispute of BellSouth's assertion of noncompliance					
22. Additional Documentation Attached: <input type="checkbox"/> YES <input type="checkbox"/> NO					

For Review Purposes Only

For Review Purposes Only

Form NT-13

1 of 1

1. Licensee Tracking No.		CONSENT TO ASSIGNMENT		2. BST Tracking (SAM) No.	
3. Date Submitted:		4. License Agreement No.:		5. Authorized Licensee Representative:	
6. Company Making Application (Assignee):				7. Telephone:	
				8. Fax:	
9. Street Address:					
10. City:		11. State:		12. Zip:	
13. Effective Date of Assigning:					
<p>BellSouth Telecommunications, Inc. ("Licensor"), hereby consents to the assignment of License Agreement for Rights of Way (ROW), Conduits, and Pole Attachments, indicated in no. 4 above, from the current Licensee to the Assignee identified herein. From and after the date of assignment all rights and duties under the License Agreement will be assumed by Assignee and Licensee shall have no further obligations thereunder. Licensee will, however, continue to be responsible for obligations accruing before the date of assignment unless Licensor, Licensee and Assignee otherwise expressly provide through a separate agreement.</p> <p>Assignee shall be responsible for obtaining from the appropriate governmental and/or private authority any required authorization to construct, operate and/or maintain its communications facilities on public and/or private property before it attaches its communications facilities to poles located on such public and/or private property. Such authorizations may include, but are not necessarily limited to, certificates of public convenience and necessity to provide service to the public and appropriate easements or right of way permits for location of facilities. In the absence of evidence satisfying the above, Licensor reserves the right to revoke its consent to this assignment.</p>					
Assignee: <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 10px;">Assignee Company Name</div> <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 10px;">Authorized Representative</div> <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 10px;">Name (Typed/Printed)</div> <div style="border-bottom: 1px solid black; text-align: center;">Date</div>			Licensee: <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 10px;">Licensee Company Name</div> <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 10px;">Authorized Representative</div> <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 10px;">Name (Typed/Printed)</div> <div style="border-bottom: 1px solid black; text-align: center;">Date</div>		
Licensor: <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 10px;">BellSouth Telecommunications, Inc.</div> <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 10px;">Authorized Representative</div> <div style="border-bottom: 1px solid black; text-align: center; margin-bottom: 10px;">Name (Typed/Printed)</div> <div style="border-bottom: 1px solid black; text-align: center;">Date</div>					

For Review Purposes Only

For Review Purposes Only

Form NT-13
1 of 1

Territory (describe in detail, e.g. franchise area, etc):

For Review Purposes Only

Attachment 9
Performance Measurements

- 1. DISAGREE
- 2.1 DISAGREE
- 3.3.1 DISAGREE
- 5.1 OPEN – Sprint Review of BellSouth Language Modifications
- 5.9 DISAGREE
- 6. DISAGREE
- 7. DISAGREE
- Exhibit B DISAGREE
- Exhibit C DISAGREE
- Exhibit D DISAGREE

TABLE OF CONTENTS

<u>1. Scope</u>	<u>2</u>
<u>2. Reporting.....</u>	<u>2</u>
<u>3. Measurement Plan.....</u>	<u>2</u>
<u>4. Modifications to Measurements.....</u>	<u>4</u>
<u>5. Performance Measurements Business Rules</u>	<u>4</u>
<u>6. Audits</u>	<u>7</u>
<u>7. Enforcement Mechanisms</u>	<u>10</u>
<u>8. Dispute Resolution</u>	<u>13</u>
<u>Exhibit A</u>	<u>13</u>
<u>Exhibit B</u>	<u>13</u>
<u>Exhibit C</u>	<u>13</u>

<u>1. Scope</u>	<u>2</u>
<u>2. Reporting.....</u>	<u>2</u>
<u>3. Measurement Plan.....</u>	<u>2</u>
<u>4. Modifications to Measurements.....</u>	<u>3</u>
<u>5. Performance Measurements Business Rules</u>	<u>4</u>
<u>6. Audits</u>	<u>7</u>
<u>7. Enforcement Mechanisms</u>	<u>9</u>
<u>8. Dispute Resolution</u>	<u>12</u>
<u>Exhibit A</u>	<u>12</u>
<u>Exhibit B</u>	<u>12</u>

Exhibit C

12

1. Scope

DISAGREE SECTION 1

BELLSOUTH PROPOSAL:

This Attachment includes Performance Measurements applicable to this Agreement.

SPRINT PROPOSAL:

This Attachment includes Performance Measurements with corresponding Enforcement Mechanisms applicable to this Agreement.

2. Reporting

DISAGREE SECTION 2.1

BELLSOUTH PROPOSAL:

- 2.1 In providing services pursuant to this Agreement, BellSouth will report its performance to Sprint in accordance with BellSouth's Service Quality Measurements, which are contained in this Attachment as Exhibit A.**

SPRINT PROPOSAL:

- 2.1 In providing services pursuant to this Agreement, BellSouth will report its performance to Sprint in accordance with BellSouth's Service Quality Measurements, which are contained in this Attachment as Exhibit A and in accordance with BellSouth's Enforcement Measurements, which are contained in this Attachment as Exhibit B.**
- 2.2 BellSouth will make performance reports available to Sprint on a monthly basis. The reports will contain information collected in each performance category and will be available to Sprint through some electronic medium to be determined by BellSouth. BellSouth will also provide electronic access to the raw data underlying the performance measurements. Within thirty (30) days of execution of this Agreement, BellSouth will provide a detailed session of instruction to Sprint regarding access to the reports and to the raw data as well as the nature of the format of the data provided.
- 3. Measurement Plan**
- 3.1 BellSouth and Sprint will develop a measurement plan, capable of monitoring for discriminatory behavior, which incorporates the following characteristics:
- 3.1.1 it permits direct comparisons of the CLEC and CLEC industry experience to that of BellSouth through mutually acceptable recognized statistical procedures;
- 3.1.2 it accounts for potential performance variations due to differences in service and activity mix;

- 3.1.3 it measures retail services, experiences with UNEs and OSS interfaces;
- 3.1.4 it produces results which demonstrate that nondiscriminatory access to OSS functionality is being delivered across all interfaces and a broad range of resold services, unbundled elements and interconnection capabilities; and
- 3.1.5 the measures employed must address availability, timeliness of execution, and accuracy of execution.
- 3.2 Sprint shall be able, based upon the measurement plan results, to determine that it is receiving at least equal treatment to that BellSouth provides to its own retail operations or its local service affiliates and /or other CLECs. Benchmarks (performance standards) that are either negotiated by Sprint and BellSouth, or ordered by Commissions, need to clearly demonstrate that new service providers are receiving service on reasonable terms that affords an efficient CLEC a meaningful opportunity to compete.
- 3.3 BellSouth's performance reports to Sprint, as discussed in Section 2 of this Attachment, shall report BellSouth's performance on each measure for Sprint, for CLECs in the aggregate, and for BellSouth itself. BellSouth shall make available to Sprint on a monthly basis performance results for all BellSouth affiliates that purchase local service for resale or purchase unbundled network elements from BellSouth or collocate for purposes of interconnection. The performance results of BellSouth affiliate(s) will be provided to Sprint as proprietary information that could be used for regulatory purposes but not for commercial purposes (e.g., comparative advertising). These reports should include sufficient data to enable the relevant state regulatory Commission and Sprint to determine whether parity is being provided.

DISAGREE SECTION 3.3.1

BELLSOUTH PROPOSAL:

Strike Section 3.3.1

SPRINT PROPOSAL:

- 3.3.1 **If it is determined that BellSouth has provided its affiliate preferential treatment of products/services over those same products/services provided to Sprint, then the standard, i.e. either parity or a benchmark, will be replaced for that month with the level of service provided to the BellSouth affiliate. This revised affiliate based standard will be used to calculate all applicable penalties. Subsequent months will revert back to the original standard until such time that BellSouth demonstrates preferential treatment to its affiliate.**
- 3.4 The parties generally agree to modify the performance measurements and associated calculation methodology of the Service Quality Measures ("SQM") matrix included in this Attachment as necessary in order to conform with the version of the SQM adopted by the Louisiana Public Service Commission in its final Order in Docket No. U-22252,

Subdocket C, *In Re BellSouth Telecommunications, Inc. Service Quality Performance Measurements*. Neither party waives its rights to contest the appropriateness of such measurements and methodologies as adopted by the LPSC in another jurisdiction.

4. Modifications to Measurements

4.1 Service Quality Measurements

- 4.1.1 BellSouth and Sprint will review the Service Quality Measurements contained in Exhibit A of this Attachment each calendar quarter to determine if updates are warranted. BellSouth will not alter any Service Quality Measurement without prior written consent of Sprint. Sprint may provide input to BellSouth regarding any suggested additions, deletions or other modifications to the Service Quality Measurements. BellSouth will provide notice of all changes to the Service Quality Measurements via BellSouth's internet website.
- 4.1.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Service Quality Measurements. BellSouth will make all such changes to the Service Quality Measurements pursuant to Section 19, Modification of Agreement, of the General Terms and Conditions of this Agreement.
- 4.1.3 Notwithstanding any other provision of this Agreement, in the event a dispute arises regarding the modification or amendment of the Service Quality Measurements, the parties will resolve the dispute pursuant to the Dispute Resolution Section of the General Terms and Conditions of this Agreement.

5. Performance Measurements Business Rules

- 5.1 Across all reporting dimensions, performance results (e.g., mean, proportion, or rate) must be collected for BellSouth's retail versus wholesale performance. ~~Using a statistical model acceptable to Sprint, these results can~~ must be compared to confirm or reject an assumption of parity (in performance results and variance) for each dimension. ~~If these individual parity comparisons must result in a monthly determination of BellSouth's non-compliance with its section 251 nondiscrimination obligations, then Sprint may dispute such performance through the dispute resolution process of Section 8 of this Attachment.~~ **JOPEN – Sprint review of BellSouth counter**
- 5.2 For each performance measure, the result for Sprint will be calculated such that Sprint can make a determination that Sprint's result is no worse than the benchmark performance level. The benchmark performance level to be used in the comparison is the result produced via special study by BellSouth (as described below) or, in the absence of such a study result, either the default performance benchmarks as identified herein or other applicable state standards as may be determined by the appropriate regulatory agency.

- 5.3 BellSouth must produce a study supporting a benchmark performance level whenever a reasonable BellSouth retail analog does not exist. When BellSouth performs a benchmarking study, it must be based upon equivalent experiences of BellSouth and conform to the following minimum requirements:
 - 5.3.1 a benchmark result will be provided for each reporting dimension described for the set of agreed upon measurement;
 - 5.3.2 the mean, standard error, and number of sample points will be disclosed for each benchmark result, as appropriate;
 - 5.3.3 the study process and benchmark will be fully disclosed by BellSouth and is subject to the audit provisions of Section 6 of this Attachment;
 - 5.3.4 update to the benchmark result will occur whenever changes may reasonably be expected to affect the study results and reviewed every six months for changes in the business climate that could significantly affect the benchmark. Unless directly ordered by the appropriate regulatory commission, no BellSouth benchmark should be utilized without the agreement of Sprint.
- 5.4 Sprint's results for the report month shall be shown in comparison to BellSouth retail results for the same period with an indication, for each agreed upon measurement, where Sprint's result is lesser in quality compared to BellSouth (based upon the test for parity described in the preceding). Such detailed results must be reported only to Sprint unless written permission is provided to do otherwise.
- 5.5 Reporting must include results, for each agreed upon measure, with sufficient disaggregation for Sprint to compare its service results with the service results that BellSouth provides for each reporting dimension to:
 - 5.5.1 its own retail customers,
 - 5.5.2 any of its affiliates that provide local service, The "affiliate" category above includes any BellSouth affiliate that purchases local service for resale or purchases unbundled network elements from BellSouth. Performance results of BellSouth and BellSouth affiliates would be provided to Sprint as proprietary information that could be used for legitimate business purposes other than marketing-type activities, and
 - 5.5.3 competing carriers (CLECs) in the aggregate.
- 5.6 Reports and raw data must be made available to Sprint by the 20th day following the close of the calendar report month or on an alternative schedule, mutually agreed to between Sprint and BellSouth.
 - 5.6.1 In addition to the performance measure reports themselves, the raw data supporting the results will be available to Sprint and the Commission in a mutually acceptable format, within 30 days of the request. Raw data will be archived for a period of 24 months to

provide an adequate audit trail and will be retained with sufficient detail so that Sprint can reasonably reconcile the data captured by BellSouth (for Sprint) with its own internal data. Raw data will include that which is counted in the numerator and denominator of any specific measurement. Data relating to any exclusions from the Sprint data will be made available as a separate request. Furthermore, data that relates to BellSouth's own performance will be retained, at a consistent level of disaggregation comparable to that reported for Sprint.

- 5.6.2 Sprint may request raw data (including Purchase Order Number ("PON")) for Ordering and Provisioning measures relating to Sprint. BellSouth will respond by producing the requested data within 30 days of the request.
- 5.7 Sprint reports shall be treated as proprietary and confidential information pursuant to Section 11 of the General Terms and Conditions of this Agreement.
- 5.8 Performance measurements reporting must be disaggregated to ensure parity comparisons are meaningful. This mutually agreed disaggregation must be consistent with the overall requirement of ensuring meaningful parity comparisons that do not obscure actual performance result differences.

DISAGREE SECTION 5.9

BELLSOUTH PROPOSAL:

- 5.9 **Measurement data must be reported in a format consistent with the disaggregation levels that have been mutually agreed upon. This disaggregation is reflected on a per measurement basis in Exhibit A. BellSouth regions that currently report (whether externally or internally) performance in geographic units smaller than a state or LATA should continue to use those units. In BellSouth regions that have not established such subdivisions, state level reporting shall be the appropriate level of geographic disaggregation.**

SPRINT PROPOSAL:

- 5.9 **Measurement data must be reported in a manner consistent with natural geographic and operational areas that allow prudent operational management decisions to be made and that do not obscure actual performance levels. BellSouth regions that currently report (whether externally or internally) performance in geographic units smaller than a state or LATA should continue to use those units. In BellSouth regions that have not established such subdivisions, MSAs (metropolitan statistical areas) shall be the appropriate level of geographic disaggregation.**
- 5.10 Performance interval results that are affected by the volume of service requested by Sprint shall be reported separately to accurately depict BellSouth performance in handling both the smaller and larger volume requests. Volume thresholds will be mutually agreed to by BellSouth and Sprint and disaggregated sufficiently to allow a

meaningful comparison of BellSouth's retail versus wholesale performance and are reflected in Exhibit A.

- 5.11 As technology, market conditions and industry guidelines/standards continue to evolve, the parties shall work together in good faith to modify the content of this document as necessary to reflect such changes. If additional performance measurements are requested by Sprint and if the parties cannot resolve these issues, the parties shall bring the issues to the Commission for resolution and shall not submit these issues to the BFR process.
- 5.12 The parties shall have regular performance review meetings scheduled periodically to discuss progress in measured performance. At any time either party may request a special issue review meeting to resolve problems indicated in performance measures. The meeting will be used to discuss remedial efforts to resolve the out of parity conditions. At any time either party may escalate the issue to the relevant public utilities Commission.
- 5.13 BellSouth and Sprint shall jointly develop quality improvement processes that include performance measurements and monitoring to ensure that specific service levels are maintained.
- 5.14 During implementation of the measurement reporting, BellSouth shall work cooperatively with Sprint to address any data collection, measurement result computation and report production issues that may arise related to Sprint. Such efforts shall not be deemed an audit under the audit provision of the Attachment.

DISAGREE SECTION 6

BELLSOUTH PROPOSAL:

6. Audits

- 6.1 **BellSouth currently provides many CLECs with certain audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit of the SQM for every CLEC with which it has a contract. BellSouth has developed a proposed Audit Plan for use by the parties to an audit. If requested by a Public Service Commission or by a CLEC exercising contractual audit rights, BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLEC(s) for each of the next five (5) years (2000 – 2005), to be conducted by an independent third party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:**
 - 6.1.1 **The cost shall be borne 50% by BellSouth and 50% by the CLEC or CLECs.**
 - 6.1.2 **The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).**

- 6.1.3 **BellSouth, the PSC and the CLEC(s) shall jointly determine the scope of the audit.**
- 6.2 **BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.**

SPRINT PROPOSAL:

6. Audits

- 6.1 **After 3 years, the PSC should review the existing plan to determine the need for continuing the audits and potential funding solutions.**
- 6.2 **Initial Audit - An Initial Audit will be performed to ensure that BellSouth's reporting procedures are sound and that data collection and reporting are timely, accurate and complete. The Initial Audit will include all systems, processes and procedures associated with the production and reporting of performance measurement results, from initial data collection to reporting on the web site, including data collection and mechanics of providing data analysis. This Audit, which will commence in accordance with the audit schedule and parameters established by the Parties, will be completed by a third party auditor that meets the approval of the Parties. Costs for the Initial Audit will be borne by BellSouth. BellSouth shall submit the results of their Initial Audits to the Commission.**
- 6.3 **Mini – Audits - Sprint will have the right to mini-audits of individual performance measures and/or sub-measures during the year. When Sprint has reason to believe the data collected for a measure is flawed or the reporting criteria for the measure is not being adhered to, it has the right to have a mini-audit performed on the specific measure and/or sub-measure upon written request (including e-mail), which will include the designation of a Sprint representative to engage in discussions with BellSouth about the requested mini-audit. If, 30 days after Sprint's written request, Sprint believes that the issue has not been resolved to its satisfaction, Sprint will commence the mini-audit upon providing BellSouth with 5 business days advance written notice. Sprint will be limited to three mini-audits per audit year. For purposes of this Agreement, the audit year is defined as a calendar year and a mini-audit may encompass one entire measure or specific sub-measure. Mini-Audits may be requested for months including and subsequent to the month in which the Initial Audit or a subsequent audit is initiated. Mini-audits cannot be requested by Sprint while the Initial Audit or a subsequent audit is being conducted (i.e., before completion).**
 - 6.3.1 **Mini-Audits will include all systems, processes and procedures associated with the production and reporting of performance measurement results for the audited measure. Mini-Audits will include two (2) months of data, and all Settling Parties agree that raw data supporting the performance measurement results will be available to Sprint as described in the Reporting Process section (Section __) of this Agreement.**

- 6.3.2** No more than three (3) Mini-Audits will be conducted simultaneously unless more than one CLEC wants the same measure and or sub-measure audited at the same time, in which case, Mini-Audits of the same measure and or sub-measure shall count as one Mini-Audit for the purposes of this paragraph only.
- 6.3.3** Mini-Audits will be conducted by a third party auditor, selected by the same method as the selection of the auditor for the Initial Audit. Sprint will pay for the costs of the third party auditor conducting the Mini-Audit unless BellSouth is found to be “materially” mis-reporting or misrepresenting data or to have non-compliant procedures, in which case, BellSouth will pay for the costs of the third party auditor. Settling Parties agree that the issue of whether BellSouth is “materially” at fault will be based on the parameters of failure to perform: “materially” at fault means that a reported successful measure changes as a consequence of the audit to a missed measure, or there is a change from an ordinary missed measure to another category, if such exists. Each party to the Mini-Audit shall bear its own internal costs, regardless of which party ultimately bears the costs of the third party auditor.
- 6.3.4** If, during a Mini-Audit, it is found that for more than 50% of the audited measures in a major service category BellSouth is “materially” at fault (i.e., a reported successful measure changes as a consequence of the audit to a missed measure, or there is a change from an ordinary missed measure to another category, if such exists), the entire service category will be re-audited at the expense of BellSouth. The major service categories for this purpose are:
- Pre-Ordering
 - Ordering
 - Provisioning
 - Maintenance
 - Network Performance
 - Billing
 - Database Updates
 - Collocation
 - Interfaces
- 6.3.5** The results of each Mini-Audit shall be submitted to Sprint and the Commission as a proprietary document.
- 6.3.6** BellSouth will provide notification to Sprint of any Mini-Audit requested when the request for the audit is made.

DISAGREE SECTION 7

BELLSOUTH PROPOSAL: Strike Section 7.

SPRINT PROPOSAL:

7. Enforcement Mechanisms

7.1 Purpose

This section establishes enforcement mechanisms to verify and maintain compliance between BellSouth and Sprint of the performance measurements as set forth in Exhibit A excluding those measurements that are duplicative and/or deemed as parity by design. This section provides the terms and conditions for such self-effectuating enforcement mechanisms.

7.2 Effective Date

[SPRINT/MARK S. TO PROPOSE ALTERNATIVE LANGUAGE]

7.3 Definitions

7.3.1 Enforcement Measurement Benchmark means a competitive level of performance negotiated by BellSouth used to compare the performance of BellSouth and Sprint where no analogous process, product or service is feasible. See Exhibit B.

7.3.2 Enforcement Measurement Compliance means comparing performance levels provided to BellSouth retail customers with performance levels provided by BellSouth to the individual CLEC customer, CLECs in the aggregate (excluding BellSouth affiliates), and BellSouth affiliates, as set forth in Exhibit C, attached hereto and incorporated herein by this reference.

7.3.3 Test Statistic and Balancing Critical Value is the means by which enforcement will be determine using statistically valid equations. See Exhibit C.

7.3.4 Cell is the point (below the wire center level) at which like-to-like comparisons are made. For example, all BellSouth retail POTS services, for residential customers, requiring a dispatch in a particular wire center, at a particular point in time will be compared directly to Sprint resold services for residential customers, requiring a dispatch, in the same wire center, at a particular point in time. When determining compliance, these cells can have a positive or negative value. See Exhibit C. **[DISCUSSION AND CLARIFICATION]**

7.3.5 Affected Volume means that proportion of the total Sprint volume or CLEC Aggregate volume for which remedies will be paid.

7.3.6 Parity Gap refers to the incremental departure from a compliant-level of service. (See Exhibit D). This is also referred to as "diff" in the Statistical paper (See Exhibit C).

7.3.7 Tier-1 Enforcement Mechanisms means self-executing liquidated damages paid directly to Sprint when BellSouth delivers non-compliant performance of any one of the applicable performance measurements for any month as calculated by BellSouth.

7.3.8 Tier-3 Enforcement Mechanisms means the voluntary suspension of additional marketing and sales of long distance services triggered by excessive repeat failures of those specific submeasures as defined in Exhibit D attached hereto and incorporated herein by this reference.

7.4. Application

7.4.1 The application of the Tier-1, and Tier-3 Enforcement Mechanisms does not foreclose other non-contractual legal and regulatory claims and remedies available to Sprint.

7.4.2 Proof of damages resulting from BellSouth's failure to maintain Enforcement Measurement Compliance would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage.

7.5 Methodology

7.5.1 Tier-1 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve parity or Benchmarks for the State for a given Performance Measurement Element in a given month based upon a test statistic and balancing critical value calculated by BellSouth utilizing BellSouth generated data. The method of calculation is attached hereto as Exhibit D and incorporated herein by this reference.

7.5.1.1 Tier-1 Enforcement Mechanisms apply on a per transaction basis for each negative cell and will escalate based upon the number of consecutive months that BellSouth has reported non-compliance.

7.5.1.2 Fee Schedule for Tier-1 Enforcement Mechanisms is shown in Table-1 attached hereto as Exhibit E and incorporated herein by this reference. Failures beyond Month 6 (as set forth in Table 1) will be subject to Month 6 fees.

7.5.2 Tier-3 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve parity or Benchmarks for a State in a given calendar quarter. The specific submeasures which are the mechanism for triggering and removing a Tier-3 Enforcement Mechanisms are described in more detail in Exhibit D attached hereto and incorporated herein by this reference.

7.6 Payment of Tier-1 Amounts

7.6.1 If BellSouth performance triggers an obligation to pay Tier-1 Enforcement Mechanisms to Sprint, BellSouth shall make payment in the required amount on

or before the thirtieth (30th) day following the due date of the performance measurement report for the month in which the obligation arose.

- 7.6.2** For each day after the due date that BellSouth fails to pay Sprint the required amount, BellSouth will pay interest to Sprint at the maximum rate permitted by state law.
- 7.6.3** If Sprint disputes the amount paid to Sprint for Tier-1 Enforcement Mechanisms, Sprint shall submit a written claim to BellSouth within sixty (60) days after the date of the performance measurement report for which the obligation arose. BellSouth shall investigate all claims and provide Sprint written findings within thirty (30) days after receipt of the claim. If the Parties determine Sprint is owed additional amounts, BellSouth shall pay Sprint such additional amounts within thirty (30) days after their findings along with interest paid at the maximum rate permitted by law.
- 7.6.4** At the end of each calendar year, BellSouth will have its independent auditing and accounting firm certify that the results of all Tier-1 Enforcement Mechanisms were paid and accounted for in accordance with Generally Accepted Account Principles (GAAP).
- 7.7** **Limitations of Liability**
- 7.7.1** BellSouth shall not be obligated to pay Tier-1 Enforcement Mechanisms for non-compliance with a performance measurement if such non-compliance was the result of any of the following: a Force Majeure event as set forth in the General Terms and Conditions of this Agreement; an act or omission by Sprint that is contrary to any of its obligations under its Interconnection Agreement with BellSouth; an act or omission by Sprint that is contrary to any of its obligations under the Act, Commission rule, or state law.
- 7.7.2** Payment of any Tier-1 Enforcement Mechanisms shall not be considered as an admission against interest or an admission of liability or culpability in any legal, regulatory or other proceeding relating to BellSouth's performance.
- 7.8** **Enforcement Mechanism Caps**
- 7.8.1** BellSouth's liability for the payment of Tier-1 Enforcement Mechanisms shall be collectively capped at \$625M per year for the entire BellSouth region as set forth below.

AL - \$54M	MS - \$44M
FL - \$122M	NC - \$77M
GA - \$131M	SC - \$47M
KY - \$34M	TN - \$57M
LA - \$59M	

Regional Total - \$625M

- 7.8.2 If BellSouth's liability for the payment of Tier-1 Enforcement Mechanisms exceed the caps referenced in this attachment, Sprint may commence a proceeding with the Commission to demonstrate why BellSouth should pay any amount in excess of the cap. BellSouth shall have the burden of proof to demonstrate why, under the circumstances, BellSouth should not have additional liability. Until such time that the dispute is resolved, BellSouth will place all monies in excess of the cap in escrow.

8. Dispute Resolution

- 8.1 Notwithstanding any other provision of this Agreement, any dispute regarding BellSouth's performance or obligations pursuant to this Attachment shall be resolved by the following procedure: when a performance dispute arises, Sprint will send written notice of the problems with a request for resolution to BellSouth. Service of the notice and request for resolution will toll a fifteen-day time period within which resolution of the problem should occur. Within the 15-day period, BellSouth and Sprint will assemble a Joint Investigative Team comprised of subject matter experts, with the team to be co-chaired by a representative of BellSouth and Sprint. The team will conduct a root cause analysis to determine the source of the problem, and shall subsequently develop a get-well plan. If the dispute cannot be resolved within 15 days, either party may file a formal complaint with the Commission. The parties agree to jointly request expedited Commission resolution of such a complaint

DISAGREE EXHIBITS

BELLSOUTH PROPOSAL:

EXHIBIT A – SERVICE QUALITY MEASUREMENTS PLAN ("SQM")

SPRINT PROPOSAL:

EXHIBIT A – SERVICE QUALITY MEASUREMENTS PLAN ("SQM")

**EXHIBIT B – STATISTICAL METHODS FOR BELLSOUTH PERFORMANCE
MEASURE ANALYSIS**

EXHIBIT C - TECHNICAL DESCRIPTION

EXHIBIT D – BST VSEEM REMEDY PROCEDURE

BellSouth
Service Quality Measurements Plan

TABLE OF CONTENTS

<u>CATEGORY</u>	<u>MEASUREMENT DESCRIPTION*</u>	
(OSS) Operations Support Systems	OSS-1. Average Response Time and Response Interval (Pre-Ordering) OSS-2. Interface Availability (Pre-Ordering) OSS-3. Interface Availability (Maintenance & Repair) OSS-4. Response Interval (Maintenance & Repair)	OSS-Pg. 1 OSS-Pg.3 OSS-Pg. 4 OSS-Pg. 5
(O) Ordering	O-1. Percent Flow-through Service Requests (Summary) O-2. Percent Flow-through Service Requests (Detail) O-3. Flow-through Error Analysis O-4. CLEC LSR Information LSR Flow-Through Matrix O-5. Percent Rejected Service Requests O-6. Reject Interval O-7. Firm Order Confirmation Timeliness O-8. Speed of Answer in Ordering Center O-9. LNP-Percent Rejected Service Request O-10. LNP-Reject Interval Distribution & Average Reject Internal O-11. LNP-Firm Order Confirmation Timeliness Interval Distribution & Firm Order confirmation Average Interval	O-Pg. 1 O-Pg. 3 O-Pg. 5 O-Pg. 6 O-Pg. 7 O-Pg. 10 O-Pg. 12 O-Pg. 14 O-Pg. 16 O-Pg.17 O-Pg. 18 O-Pg. 20
(P) Provisioning	Provisioning Level of Disaggregation P-1. Mean Held Order Interval & Distribution Intervals P-2. Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices P-3. Percent Missed Installation Appointments P-4. Average Completion Interval (OCI) & Order Completion Interval Distribution P-5. Average Completion Notice Interval P-6. Coordinated Customer Conversions P-6A. Coordinated Customer Conversions Hot Cut Timeliness % within Interval and Average Interval P-7. % Provisioning Troubles w/i 30 days of Service Order Activity P-8. Total Service Order Cycle Time (TSOCT) P-9. Service Order Accuracy (GEORGIA ONLY) P-10. LNP -Percent Missed Installation Appointments P-11. LNP-Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution P-12. LNP-Total Service Order Cycle Time	P-Pg. 1 P-Pg. 2 P-Pg. 4 P-Pg. 5 P-Pg. 6 P-Pg. 8 P-Pg. 9 P-Pg. 10 P-Pg. 11 P-Pg. 12 P-Pg. 13 P-Pg. 14 P-Pg. 15 P-Pg. 16
(M&R) Maintenance & Repair	M&R Level of Disaggregation M&R-1. Missed Repair Appointments M&R-2. Customer Trouble Report Rate M&R-3. Maintenance Average Duration M&R-4. Percent Repeat Troubles w/i 30 days) M&R-5. Out of Service > 24 Hours M&R-6. Average Answer Time - Repair Centers	M&R-Pg. 1 M&R-Pg 2. M&R-Pg. 3 M&R-Pg. 4 M&R-Pg. 5 M&R-Pg. 6 M&R-Pg. 7
(B) Billing	B-1. Invoice Accuracy B-2. Mean Time to Deliver Invoices B-3. Usage Data Delivery Accuracy B-4. Usage Data Delivery Completeness B-5. Usage Data Delivery Timeliness B-6. Mean Time to Deliver Usage	B-Pg. 1 B-Pg. 2 B-Pg. 3 B-Pg. 4 B-Pg. 5 B-Pg. 6

BellSouth
Service Quality Measurements Plan

TABLE OF CONTENTS – (continued)

<u>CATEGORY</u>	<u>MEASUREMENT DESCRIPTION *</u>	
(OS) (DA) Operator Services Toll & Directory Assistance	OS-1. Speed to Answer Performance/Average Speed to Answer (Toll) OS-2. Speed to Answer Performance/Percent Answered within "X" Seconds (Toll) DA-1. Speed to Answer Performance/Average Speed to Answer (DA) DA-2. Speed to Answer Performance/Percent Answered within "X" Seconds (DA)	OS-Pg. 1 OS-Pg. 2 DA-Pg. 3 DA-Pg. 4
(E) E911	E-1. Timeliness E-2. Accuracy E-3. Mean Interval	E-Pg. 1 E-Pg. 2 E-Pg. 3
(TGP) Trunk Group Performance	TGP-1. Trunk Group Performance-Aggregate TGP-2. Trunk Group Performance-CLEC Specific TGP-3. Trunk Group Service Report TGP-4. Trunk Group Service Detail	TGP-Pg. 1 TGP-Pg. 3 TGP-Pg. 5 TGP. Pg 6
(C) Collocation	C-1. Average Response Time C-2. Average Arrangement Time C-3. % of Due Dates Missed	C-Pg. 1 C-Pg. 2 C-Pg. 3
Appendix A	Reporting Scope	
Appendix B	Glossary of Acronyms and Terms	
Appendix C	Audit Policy	
Appendix D	BST SQM Retail Analog & Benchmarks	

* These reports are subject to change due to regulatory requirements or to correct errors and etc.

BellSouth
Service Quality Measurements Plan

TABLE OF CONTENTS

<u>CATEGORY</u>	<u>MEASUREMENT DESCRIPTION*</u>	
(OSS) Operations Support Systems	OSS-1. Average Response Time and Response Interval (Pre-Ordering) OSS-2. Interface Availability (Pre-Ordering) OSS-3. Interface Availability (Maintenance & Repair) OSS-4. Response Interval (Maintenance & Repair)	OSS-Pg. 1 OSS-Pg.3 OSS-Pg. 4 OSS-Pg. 5
(O) Ordering	O-1. Percent Flow-through Service Requests (Summary) O-2. Percent Flow-through Service Requests (Detail) O-3. Flow-through Error Analysis O-4. CLEC LSR Information LSR Flow-Through Matrix O-5. Percent Rejected Service Requests O-6. Reject Interval O-7. Firm Order Confirmation Timeliness O-8. Speed of Answer in Ordering Center O-9. LNP-Percent Rejected Service Request O-10. LNP-Reject Interval Distribution & Average Reject Interval O-11. LNP-Firm Order Confirmation Timeliness Interval Distribution & Firm Order confirmation Average Interval	O-Pg. 1 O-Pg. 3 O-Pg. 5 O-Pg. 6 O-Pg. 7 O-Pg. 10 O-Pg. 12 O-Pg. 14 O-Pg. 16 O-Pg.17 O-Pg. 18 O-Pg. 20
(P) Provisioning	Provisioning Level of Disaggregation P-1. Mean Held Order Interval & Distribution Intervals P-2. Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices P-3. Percent Missed Installation Appointments P-4. Average Completion Interval (OCI) & Order Completion Interval Distribution P-5. Average Completion Notice Interval P-6. Coordinated Customer Conversions P-6A. Coordinated Customer Conversions Hot Cut Timeliness % within Interval and Average Interval P-7. % Provisioning Troubles w/i 30 days of Service Order Activity P-8. Total Service Order Cycle Time (TSOCT) P-9. Service Order Accuracy (GEORGIA ONLY) P-10. LNP -Percent Missed Installation Appointments P-11. LNP-Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution P-12. LNP-Total Service Order Cycle Time	P-Pg. 1 P-Pg. 2 P-Pg. 4 P-Pg. 5 P-Pg. 6 P-Pg. 8 P-Pg. 9 P-Pg. 10 P-Pg. 11 P-Pg. 12 P-Pg. 13 P-Pg. 14 P-Pg. 15 P-Pg. 16
(M&R) Maintenance & Repair	M&R Level of Disaggregation M&R-1. Missed Repair Appointments M&R-2. Customer Trouble Report Rate M&R-3. Maintenance Average Duration M&R-4. Percent Repeat Troubles w/i 30 days) M&R-5. Out of Service > 24 Hours M&R-6. Average Answer Time - Repair Centers	M&R-Pg. 1 M&R-Pg 2. M&R-Pg. 3 M&R-Pg. 4 M&R-Pg. 5 M&R-Pg. 6 M&R-Pg. 7
(B) Billing	B-1. Invoice Accuracy B-2. Mean Time to Deliver Invoices B-3. Usage Data Delivery Accuracy B-4. Usage Data Delivery Completeness B-5. Usage Data Delivery Timeliness B-6. Mean Time to Deliver Usage	B-Pg. 1 B-Pg. 2 B-Pg. 3 B-Pg. 4 B-Pg. 5 B-Pg. 6

BellSouth
Service Quality Measurements Plan

TABLE OF CONTENTS – (continued)

<u>CATEGORY</u>	<u>MEASUREMENT DESCRIPTION *</u>	
(OS) (DA) Operator Services Toll & Directory Assistance	OS-1. Speed to Answer Performance/Average Speed to Answer (Toll) OS-2. Speed to Answer Performance/Percent Answered within "X" Seconds (Toll) DA-1. Speed to Answer Performance/Average Speed to Answer (DA) DA-2. Speed to Answer Performance/Percent Answered within "X" Seconds (DA)	OS-Pg. 1 OS-Pg. 2 DA-Pg. 3 DA-Pg. 4
(E) E911	E-1. Timeliness E-2. Accuracy E-3. Mean Interval	E-Pg. 1 E-Pg. 2 E-Pg. 3
(TGP) Trunk Group Performance	TGP-1. Trunk Group Performance-Aggregate TGP-2. Trunk Group Performance-CLEC Specific TGP-3. Trunk Group Service Report TGP-4. Trunk Group Service Detail	TGP-Pg. 1 TGP-Pg. 3 TGP-Pg. 5 TGP. Pg 6
(C) Collocation	C-1. Average Response Time C-2. Average Arrangement Time C-3. % of Due Dates Missed	C-Pg. 1 C-Pg. 2 C-Pg. 3
Appendix A	Reporting Scope	
Appendix B	Glossary of Acronyms and Terms	
Appendix C	Audit Policy	
Appendix D	BST SQM Retail Analog & Benchmarks	

* These reports are subject to change due to regulatory requirements or to correct errors and etc.

BellSouth

Service Quality Measurements Plan

OSS (Operations Support Systems)

Report/Measurement:	
OSS-1. Average Response Time and Response Interval (Pre-Ordering)	
Definition:	
Average response time and response intervals are the average times and number of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone numbers (TNs), and Customer Service Records (CSRs).	
Exclusions:	
None	
Business Rules:	
The average response time for retrieving pre-order/order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy systems during the reporting period and dividing by the total number of legacy system requests for that month. The response interval starts when the client application (LENS or TAG for CLECs and RNS for BST) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of accesses to the legacy systems during the reporting period, which take less than 2.3 seconds and the number, which take more than 6 seconds are also captured.	
Level of Disaggregation:	
<ul style="list-style-type: none"> • RSAG – Address (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BST query this legacy system. • RSAG – TN (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a give address. CLECs and BST query this legacy system. • ATLAS (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BST service reps to select and reserve telephone numbers. CLECs and BST query this legacy system. • COFFI (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system. • DSAP (DOE Support Application) – provides due date information. CLECs and BST query this legacy system. • HAL/CRIS (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BST servers, including LENS, access to legacy systems. CLECs query this legacy system. • P/SIMS (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system. • OASIS (Obtain Available Services Information Systems) – Information on feature and rate availability. BST queries this legacy system. 	
Calculation:	
$\Sigma [\text{Date \& Time of Legacy Response}] - (\text{Date \& Time of Request to Legacy}) / (\text{Number of Legacy Requests During the Reporting Period})$	
Report Structure:	
<ul style="list-style-type: none"> • Not CLEC Specific • Not product/service specific • Regional Level 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report month • Legacy Contract (per reporting dimension) • Response Interval • Regional Scope 	<ul style="list-style-type: none"> • Report month • Legacy Contract (per reporting dimension) • Response Interval • Regional Scope
Retail Analog/Benchmark:	
See Appendix D	

Revision Date: 05/05/00 (lg)

BellSouth
Service Quality Measurements Plan

LEGACY SYSTEM ACCESS TIMES FOR RNS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x
DSAP	DSAP-DDI	Schedule	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x
OASIS	OASISBSN	Feature/Service	x	x	x	x
OASIS	OASISCAR	Feature/Service	x	x	x	x
OASIS	OASISLPC	Feature/Service	x	x	x	x
OASIS	OASISMTN	Feature/Service	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x

LEGACY SYSTEM ACCESS TIMES FOR LENS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x
DSAP	DSAP-DDI	Schedule	x	x	x	x
HAL	HAL/CRIS	CSR	x	x	x	x
COFFI	COFFI/USOC	Feature/Service	x	x	x	x
P/SIMS	PSIMS/ORB	Feature/Service	x	x	x	x

LEGACY SYSTEM ACCESS TIMES FOR TAG

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x
DSAP	DSAP-DDI	Schedule	x	x	x	x
HAL	HAL/CRIS	CSR	x	x	x	x
CRIS	CRSEINIT	CSR	x	x	x	x
CRIS	CRSECSR	CSR	x	x	x	x

BellSouth
Service Quality Measurements Plan

OSS (Operations Support Systems)

Report/Measurement:	
OSS-2. Interface Availability (Pre-Ordering)	
Definition:	
Percent of time OSS interface is functionally available compared to scheduled availability. Availability percentages for CLEC interface systems and for all Legacy systems accessed by them are captured.	
Exclusions:	
None	
Business Rules:	
This measurement captures the availability percentages for the BST systems, which are used by CLECs during Pre-Ordering functions. Comparison to BST results allows conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience.	
Level of Disaggregation:	
Regional Level	
Calculation:	
$(\text{Functional Availability}) / (\text{Scheduled Availability}) \times 100$	
Report Structure:	
<ul style="list-style-type: none"> • Aggregate <ul style="list-style-type: none"> ➢ CLEC ➢ BST & CLEC • Regional Level 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report month • Legacy Contract Type (per reporting dimension) • Regional Scope • Hours of Downtime 	<ul style="list-style-type: none"> • Report month • Legacy Contract Type (per reporting dimension) • Regional Scope
Retail Analog/Benchmark:	
See Appendix D	

OSS Interface Availability

<u>OSS Interface</u>	<u>Applicable to</u>	<u>% Availability</u>
EDI	CLEC	x
HAL	CLEC	x
LENS	CLEC	x
LEO Mainframe	CLEC	x
LEO UNIX	CLEC	x
LESOG	CLEC	x
PSIMS	CLEC	x
TAG	CLEC	x
ATLAS/COFFI	CLEC/BST	x
BOCRIS	CLEC/BST	x
DSAP	CLEC/BST	x
RSAG	CLEC/BST	x
SOCS	CLEC/BST	x
SONGS	CLEC/BST	x

Revision Date: 05/25/00 (lg)

BellSouth
Service Quality Measurements Plan

OSS (Operations Support Systems)

Report/Measurement:	
OSS-3. Interface Availability (Maintenance & Repair)	
Definition:	
The percentage of time the OSS Interface is functionally available compared to scheduled availability. Availability percentage for the CLEC and BST interface systems and for the legacy systems accessed by them are captured.	
Exclusions:	
None	
Business Rules:	
This measure is designed to compare the OSS availability versus scheduled availability of BST's legacy systems.	
Calculation:	
OSS Interface Availability = (Actual System Functional Availability) / (Actual planned System Availability) X 100	
Report Structure:	
<ul style="list-style-type: none"> • Aggregate <ul style="list-style-type: none"> ➢ CLEC ➢ BST & CLEC • Regional Level 	
Level of Disaggregation:	
Region	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Availability of CLEC TAFI • Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM • ECTA 	<ul style="list-style-type: none"> • Availability of BST TAFI • Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM
Retail Analog/Benchmark:	
Parity by design; Retail Analog ECTA Benchmark – 99.5% See Appendix D	

OSS Interface Availability (M&R)

OSS Interface	% Availability
BST TAFI	x
CLEC TAFI	x
CLEC ECTA	x
BST and CLEC	x
CRIS	x
LMOS HOST	x
LNP	x
MARCH	x
OSPCM	x
PREDICTOR	x
SOCS	x

Revision Date: 05/25/00 (see)

BellSouth Service Quality Measurements Plan

OSS (Operations Support Systems)

Report/Measurement:	
OSS-4. Response Interval (Maintenance & Repair)	
Definition:	
The response intervals are determined by subtracting the time a request is received on the BST side of the interface from the time the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories.	
Exclusions:	
None	
Business Rules:	
This measure is designed to monitor the time required for the CLEC and BST interface system to obtain from BST's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received on the BST side of the interface and the clock stops when the response has been transmitted through that same point to the requester.	
NOTE: The OSS Response Interval BST Total Report is a combination of BST Residence and Business Total.	
Calculation:	
OSS Response Interval = (Query Response Date and Time for Category "X") - (Query Request Date and Time for Category "X") / (Number of Queries Submitted in the Reporting Period) where, "X" is 0-4, ≥ 4 to 10, ≥ 10, ≥ 30 seconds.	
Report Structure:	
<ul style="list-style-type: none"> • CLEC • BST Residence • BST Business by interface for each legacy system and function as appropriate. • BST total (Business + Residence) 	
Level of Disaggregation:	
Region	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • CLEC Transaction Intervals 	<ul style="list-style-type: none"> • BST Business and Residence transaction Intervals
Retail Analog/Benchmark:	
OSS Response Interval for CLEC's is comparable to OSS Response Interval for BST.	

System	BST & CLEC	Count ≤ 4	Count > 4, ≤ 10	Count ≤ 10	Count > 10	Count > 30
CRIS	X	X	X	X	X	X
DLETH	X	X	X	X	X	X
DLR	X	X	X	X	X	X
LMOS	X	X	X	X	X	X
LMOSupd	X	X	X	X	X	X
LNP	X	X	X	X	X	X
MARCH	X	X	X	X	X	X
OSPCM	X	X	X	X	X	X
Predictor	X	X	X	X	X	X
SOCS	X	X	X	X	X	X
NIW	X	X	X	X	X	X

Revision Date: 05/16/00 (see)

BellSouth
Service Quality Measurements Plan

ORDERING

Report/Measurement:														
O-1. Percent Flow-Through Service Requests (Summary)														
Definition: The percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual intervention.														
Exclusions: <ul style="list-style-type: none">• Fatal Rejects• Auto Clarification• Manual Fallout• CLEC System Fallout														
Business Rules: <p>The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and two types of service; Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier), or are not designed to flow through, i.e., Manual Fallout.</p> <p>Definitions:</p> <p>Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.</p> <p>Auto-Clarification: errors that occur due to invalid data within the LSR, LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.</p> <p>Manual Fallout: Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:</p> <table><tr><td>1. Complex*</td><td>8. Low volume such as activity type "T" (move)</td></tr><tr><td>2. Expedites (requested by the CLEC)</td><td>9. Pending order review required</td></tr><tr><td>3. Special pricing plans</td><td>10. More than 25 business lines</td></tr><tr><td>4. Denials-restore and conversion, or disconnect and conversion orders</td><td>11. Restore or suspend for UNE combos</td></tr><tr><td>5. Partial migrations</td><td>12. Transfer of calls option for the CLEC's end users</td></tr><tr><td>6. Class of service invalid in certain states with some types of service</td><td>13. CSR inaccuracies such as invalid or missing CSR data in CRIS</td></tr><tr><td>7. New telephone number not yet posted to BOCRIS</td><td></td></tr></table> <p>*Attached is a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.</p> <p>Total System Fallout: Errors that require manual review by the LSCS to determine if the error is caused by the CLEC, or is due to system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BST caused, the LCSC representative will correct the error, and the LSR will continue to be processed.</p>	1. Complex*	8. Low volume such as activity type "T" (move)	2. Expedites (requested by the CLEC)	9. Pending order review required	3. Special pricing plans	10. More than 25 business lines	4. Denials-restore and conversion, or disconnect and conversion orders	11. Restore or suspend for UNE combos	5. Partial migrations	12. Transfer of calls option for the CLEC's end users	6. Class of service invalid in certain states with some types of service	13. CSR inaccuracies such as invalid or missing CSR data in CRIS	7. New telephone number not yet posted to BOCRIS	
1. Complex*	8. Low volume such as activity type "T" (move)													
2. Expedites (requested by the CLEC)	9. Pending order review required													
3. Special pricing plans	10. More than 25 business lines													
4. Denials-restore and conversion, or disconnect and conversion orders	11. Restore or suspend for UNE combos													
5. Partial migrations	12. Transfer of calls option for the CLEC's end users													
6. Class of service invalid in certain states with some types of service	13. CSR inaccuracies such as invalid or missing CSR data in CRIS													
7. New telephone number not yet posted to BOCRIS														

BellSouth
Service Quality Measurements Plan

ORDERING (O-1. Percent Flow-Through Service Requests (Summary) – Continued)

Calculation:	
Percent Flow Through – (The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued) / (the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO) - Σ [(the number of LSRs that fall out for manual processing) + (the number of LSRs that are returned to the CLEC for clarification) + (the number of LSRs that contain errors made by CLECs)] X 100.	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Aggregate <ul style="list-style-type: none"> ➤ Region 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Geography <ul style="list-style-type: none"> ➤ Region • Product <ul style="list-style-type: none"> ➤ Residence ➤ Business ➤ UNE ➤ LNP 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report month • Total number of LSRs received, by interface, by CLEC <ul style="list-style-type: none"> ➤ TAG ➤ EDI ➤ LENS • Total number of errors by type, by CLEC <ul style="list-style-type: none"> ➤ Fatal rejects ➤ Auto clarification ➤ CLEC caused system fallout • Total number of errors by error code • Total fallout for manual processing 	<ul style="list-style-type: none"> • Report month • Total number of errors by type <ul style="list-style-type: none"> ➤ BST system error
Retail Analog/Benchmark:	
Residence 90% Business 80% UNE 80%	

Revision Date: 05/15/00 (tm)

BellSouth

Service Quality Measurements Plan

ORDERING

Report/Measurement:														
O-2. Percent Flow-Through Service Requests (Detail)														
Definition:														
A detailed list by CLEC of the percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual or human intervention.														
Exclusions:														
<ul style="list-style-type: none">• Fatal Rejects• Auto Clarification• Manual Fallout• CLEC System Fallout														
Business Rules:														
The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and three types of service; Resale, and Unbundled Network Elements (UNE) and specials. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier), or are not designed to flow through, i.e., Manual Fallout.														
Definitions:														
Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.														
Auto-Clarification: errors that occur due to invalid data within the LSR, LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.														
Manual Fallout: Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:														
<table><tr><td>1. Complex services*</td><td>8. Low volume such as activity type "T" (move)</td></tr><tr><td>2. Expedites (requested by the CLEC)</td><td>9. Pending order review required</td></tr><tr><td>3. Special pricing plans</td><td>10. More than 25 business lines</td></tr><tr><td>4. Denials-restore and conversion, or disconnect and conversion orders</td><td>11. Restore or suspend for UNE combos</td></tr><tr><td>5. Partial migrations</td><td>12. Transfer of calls option for the CLEC's end users</td></tr><tr><td>6. Class of service invalid in certain states with some types of service</td><td>13. CSR inaccuracies such as invalid or missing CSR data in CRIS</td></tr><tr><td>7. New telephone number not yet posted to BOCRIS</td><td></td></tr></table>	1. Complex services*	8. Low volume such as activity type "T" (move)	2. Expedites (requested by the CLEC)	9. Pending order review required	3. Special pricing plans	10. More than 25 business lines	4. Denials-restore and conversion, or disconnect and conversion orders	11. Restore or suspend for UNE combos	5. Partial migrations	12. Transfer of calls option for the CLEC's end users	6. Class of service invalid in certain states with some types of service	13. CSR inaccuracies such as invalid or missing CSR data in CRIS	7. New telephone number not yet posted to BOCRIS	
1. Complex services*	8. Low volume such as activity type "T" (move)													
2. Expedites (requested by the CLEC)	9. Pending order review required													
3. Special pricing plans	10. More than 25 business lines													
4. Denials-restore and conversion, or disconnect and conversion orders	11. Restore or suspend for UNE combos													
5. Partial migrations	12. Transfer of calls option for the CLEC's end users													
6. Class of service invalid in certain states with some types of service	13. CSR inaccuracies such as invalid or missing CSR data in CRIS													
7. New telephone number not yet posted to BOCRIS														
*Attached is a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.														
Total System Fallout: Errors that require manual review by the LSCS to determine if the error is caused by the CLEC, or is due to system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BST caused, the LCSC representative will correct the error, and the LSR will continue to be processed.														

BellSouth
Service Quality Measurements Plan

ORDERING (O-2. Percent Flow-Through Service Requests (Detail) – Continued)

Calculation: Percent Flow Through – (The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued) / (the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO) - Σ [(the number of LSRs that fall out for manual processing + the number of LSRs that are returned to the CLEC for clarification + the number of LSRs that contain errors made by CLECs)] X 100.	
Report Structure: <ul style="list-style-type: none"> Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following: <ul style="list-style-type: none"> ➤ CLEC (by alias designation) ➤ Number of fatal rejects ➤ Mechanized interface used ➤ Total mechanized LSRs ➤ Total manual fallout ➤ Number of auto clarifications returned to CLEC ➤ Number of validated LSRs ➤ Number of BST caused fallout ➤ Number of CLEC caused fallout ➤ Number of Service Orders Issued ➤ Base calculation ➤ CLEC error excluded calculation 	
Level of Disaggregation: <ul style="list-style-type: none"> CLEC Specific (by alias designation to protect CLEC specific proprietary data) Geographic <ul style="list-style-type: none"> ➤ Region Product <ul style="list-style-type: none"> ➤ Residence ➤ Business ➤ UNE ➤ LNP 	
Data Retained Relating to CLEC Experience: <ul style="list-style-type: none"> Report month Total number of LSRs received, by interface, by CLEC <ul style="list-style-type: none"> ➤ TAG ➤ EDI ➤ LENS Total number of errors by type, by CLEC <ul style="list-style-type: none"> ➤ Fatal rejects ➤ Auto clarification ➤ CLEC errors Total number of errors by error code Total fallout for manual processing 	Data Retained Relating to BST Performance: <ul style="list-style-type: none"> Report month Total number of errors by type <ul style="list-style-type: none"> ➤ BST system error
Retail Analog/Benchmark: Residence 90% Business 80% UNE 80%	

Revision Date: 05/15/00 (tm)

BellSouth
Service Quality Measurements Plan

ORDERING

Report/Measurement:	
O-3. Flow-Through Error Analysis	
Definition:	
An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through and reach a status for a FOC to be issued.	
Exclusions:	
Each Error Analysis is error code specific, therefore exclusions are not applicable.	
Business Rules:	
The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier).	
Calculation:	
Σ Of errors by type	
Report Structure:	
<ul style="list-style-type: none"> • Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following: <ul style="list-style-type: none"> ➢ Error Type (by error code) ➢ Count of each error type ➢ Percent of each error type ➢ Cumulative percent ➢ Error Description ➢ CLEC Caused Count of each error code ➢ Percent of aggregate by CLEC caused count ➢ Percent of CLEC caused count ➢ BST Caused Count of each error code ➢ Percent of aggregate by BST caused count ➢ Percent of BST by BST caused count. 	
Level of Disaggregation:	
Region	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report month • Total number of LSRs received • Total number of errors by type (by error code) <ul style="list-style-type: none"> ➢ CLEC caused error 	<ul style="list-style-type: none"> • Report month • Total number of errors by type (by error code) <ul style="list-style-type: none"> ➢ BST system error
Retail Analog/Benchmark:	
Not Applicable	

Revision Date: 02/22/00 (tm)

BellSouth
Service Quality Measurements Plan

ORDERING

Report/Measurement:	
O-4. CLEC LSR Information	
Definition:	
A list, with the flow through activity, of LSRs, by cc, pon and ver, issued by each CLEC during the report period.	
Exclusions:	
Fatal Rejects	
Business Rules:	
The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier).	
Calculation:	
NA	
Report Structure:	
<ul style="list-style-type: none"> • Provides a list, with the flow through activity, of LSRs by cc, pon, and ver, issued by each CLEC during the report period with an explanation of the of the columns and content. This report is available on a CLEC specific basis. The report provides the following for each LSR. <ul style="list-style-type: none"> ➤ CC ➤ PON ➤ Ver ➤ Timestamp ➤ Type ➤ Err # ➤ Note or error description 	
Level of Disaggregation:	
Region	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Experience:
<ul style="list-style-type: none"> • Report month • Record of LSRs received by cc, pon, and ver • Record of timestamp, type, err # and note or error description for each LSR by cc, pon, and ver. 	NA
Retail Analog/Benchmark:	
Not Applicable	

Revision Date: 5/2/00(tm)

BellSouth
Service Quality Measurements Plan

ISR Flow-Through Matrix

PRODUCT	F/T	COMPLEX SERVICE	COMPLEX ORDER	PLANNED FALLOUT FOR MANUAL HANDLING ¹	EDI	TAG ²	LENS 99 ⁴	LENS ³	COMMENTS
2 wire analog DID trunk port	No ⁵	UNE	Yes	NA	N	N	N	N	
2 wire analog port	Yes	UNE	No	No	Y	Y	N	N	
2 wire ISDN digital line side port	No	UNE	Yes	NA	N	N	N	N	
2 wire ISDN digital loop	No	UNE	Yes	Yes	Y	Y	N	N	
3 Way Calling	Yes	No	No	No	Y	Y	Y	Y	
4 wire analog voice grade loop	Yes	UNE	Yes	No	Y	Y	N	N	
4 wire DSO & PRI digital loop	No	UNE	Yes	NA	N	N	N	N	
4 wire DS1 & PRI digital loop	No	UNE	Yes	NA	N	N	N	N	
4 wire ISDN DSI digital trunk ports	No	UNE	Yes	Yes	N	N	N	N	
Accupulse	No	Yes	Yes	NA	N	N	N	N	
ADSL	No	UNE	Yes	NA	N	N	N	N	
Area Plus	Yes	No	No	No	Y	Y	Y	Y	
Basic Rate ISDN	No	Yes	Yes	Yes	Y	Y	N	N	
Call Block	Yes	No	No	No	Y	Y	Y	Y	
Call Forwarding-Variable	Yes	No	No	No	Y	Y	Y	Y	
Call Return	Yes	No	No	No	Y	Y	Y	Y	
Call Selector	Yes	No	No	No	Y	Y	Y	Y	
Call Tracing	Yes	No	No	No	Y	Y	Y	Y	
Call Waiting	Yes	No	No	No	Y	Y	Y	Y	
Call Waiting Deluxe	Yes	No	No	No	Y	Y	Y	Y	
Caller ID	Yes	No	No	No	Y	Y	Y	Y	
CENTREX	No	Yes	Yes	NA	N	N	N	N	
DID WITH PBX ACT W	No	Yes	Yes	Yes	Y	N	Y	N	
DID ACT W	No	Yes	Yes	Yes	Y	N	Y	N	
Digital Data Transport	No	UNE	Yes	NA	N	N	N	N	
Directory Listing Intentions	No	No	No	Yes	Y	Y	Y	Y	
Directory Listings Captions	No	No	Yes	Yes	Y	Y	Y	N	
Directory Listings (simple)	Yes	No	No	No	Y	Y	Y	Y	
DS3	No	UNE	Yes	NA	N	N	N	N	
DS1 Loop	Yes	UNE	Yes	No	Y	Y	N	N	

BellSouth

Service Quality Measurements Plan

	Yes	UNE	Yes	No	Y	Y	N	N	N
DSO Loop	Yes	UNE	Yes	No	Y	Y	N	N	N
Enhanced Caller ID	Yes	No	No	No	Y	Y	Y	Y	Y
ESSX	No	Yes	Yes	NA	N	N	N	N	N
Flat Rate/Business	Yes	No	No	No	Y	Y	Y	Y	Y
Flat Rate/Residence	Yes	No	No	No	Y	Y	Y	Y	Y
FLEXSERV	No	Yes	Yes	NA	N	N	N	N	N
Frame Relay	No	Yes	Yes	NA	N	N	N	N	N
FX	No	Yes	Yes	NA	N	N	N	N	N
Ga. Community Calling	Yes	No	No	No	Y	Y	Y	Y	Y
HDSL	No	UNE	Yes	NA	N	N	N	N	N
Hunting MLH	No	C/S ⁶	C/S	Yes	Y	Y	N	N	N
Hunting Series Completion	No	C/S	C/S	No	Y	Y	Y	Y	Y
INP RECTYPE B	Yes	UNE	No	No	Y	Y	N	N	N
INP RECTYPE C	Yes	UNE	No	No	Y	Y	N	N	N
LightGate	No	Yes	Yes	NA	N	N	N	N	N
Local Number Portability	Yes	UNE	Yes	No	Y	Y	N	N	N
LNP with Complex Listing	No	UNE	Yes	Yes	Y	Y	N	N	N
LNP with Partial Migration	No	UNE	Yes	Yes	Y	Y	N	N	N
LNP with Complex Services	No	UNE	Yes	Yes	Y	Y	N	N	N
INP to LNP Conversions	No	UNE	Yes	Yes	Y	Y	N	N	N
Measured Rate/Bus.	Yes	No	No	No	Y	Y	Y	Y	Y
Measured Rate/Res.	Yes	No	No	No	Y	Y	Y	Y	Y
Megalink	No	Yes	Yes	NA	N	N	N	N	N
Megalink-T1	No	Yes	Yes	NA	N	N	N	N	N
Memory Call	Yes	No	No	No	Y	Y	Y	Y	Y
Memory Call Ans. Svc.	Yes	No	No	No	Y	Y	Y	Y	Y
Multiserv	No	Yes	Yes	NA	N	N	N	N	N
Native Mode LAN Interconnection (NMLI)	No	Yes	Yes	NA	N	N	N	N	N
Off-Prem Stations	No	Yes	Yes	NA	N	N	N	N	N
Optional Calling Plan	Yes	No	No	No	Y	Y	Y	Y	Y
Package/Complete Choice and area plus	Yes	No	No	No	Y	Y	Y	Y	Y
Pathlink Primary Rate ISDN	No	Yes	Yes	NA	N	N	N	N	N
Pay Phone Provider	No	No	No	NA	N	N	N	N	N
PBX Standalone ACT A,C, D	No	Yes	Yes	Yes	Y	Y	Y	Y	Y
PBX Trunks	No	Yes	Yes	Yes	Y	Y	Y	Y	Y
Port/Loop Combo	Yes	UNE	No	No	Y	Y	Y	Y	Y
Port/Loop PBX	No	No	No	Yes	Y	Y	N	N	N
Preferred Call Forward	Yes	No	No	No	Y	Y	Y	Y	Y

Service Quality Measurements Plan

Note¹: Planned Fallout for Manual Handling denotes those services that are electronically submitted and are not intended to flow through due to the complexity of the service.

Note³: The IENS column denotes the ordering status of services prior to OSS 99.

Note 5: For all services that indicate 'No' for flow-through, the following reasons, in addition to errors or complex services, also prompt manual handling: Expedites from CLECs, special pricing plans, for denials – restore and conversion or disconnect and conversion both required, partial migrations (although conversions-as-is flow through), class of service invalid in certain states with some TOS – e.g. gov't, or cannot be changed when changing main TN on C activity, low volume – e.g. activity type T=move, pending order review required, more than 25 business lines, restore or suspend for UNE combos, transfer of calls option for CLEC end user— new TN not yet posted to BOCRIS. All but the last one are unique to the CLEC environment.

Note⁶. Services with C/S in the Complex Service and/or the Complex Order columns can be either complex or simple

BellSouth
Service Quality Measurements Plan

ORDERING

Report/Measurement:
O-5. Percent Rejected Service Requests
Definition:
Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) received which are rejected due to error or omission. An LSR is considered valid when it is submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.
Exclusions:
Service Requests canceled by the CLEC prior to being rejected/clarified.
Business Rules:
<p>Fully Mechanized: An LSR is considered "rejected" when it is submitted electronically but does not pass LEO edit checks in the ordering systems (EDI, LENS, TAG, LEO, LESOG) and is returned to the CLEC without manual intervention. There are two types of "Rejects" in the Mechanized category:</p> <ul style="list-style-type: none"> • A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR but required fields are either not populated or incorrectly populated and the request is returned to the CLEC before it is considered a valid LSR. In LEO, Fatal Rejects are included in the "Other" category for Regional reports only. • An Auto Clarification occurs when a valid LSR is electronically submitted but rejected from LESOG because it does not pass further edit checks for order accuracy. <p>Partially Mechanized: A valid LSR, which is electronically submitted (via EDI, LENS, TAG) but cannot be processed electronically and "falls out" for manual handling. It is then put into "clarification" and sent back (rejected) to the CLEC.</p> <p>Total Mechanized: Combination of Fully Mechanized and Partially Mechanized LSRs electronically submitted by the CLEC.</p> <p>Non-Mechanized: LSRs which are faxed or mailed to the LCSC for processing and is "clarified" (rejected) back to the CLEC by the BST service representative.</p> <p>Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Interconnection Purchasing Center (IPC). Trunk data is reported as a separate category.</p>
Calculation:
Percent Rejected Service Requests = (Total Number of Rejected Service Requests in the reporting period) / (Total Number of Service Requests Received in the reporting period) X 100.
Report Structure:
<ul style="list-style-type: none"> • Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized • CLEC Specific • CLEC Aggregate
Level of Disaggregation:
<ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ Resale Residence ➢ Resale Business ➢ Resale – Design (Special) ➢ Other ➢ UNE ➢ UNE Loop with NP ➢ Interconnection Trunks • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation as required by State Commission Order • Product Specific % Rejected • Total % Rejected

BellSouth
Service Quality Measurements Plan

ORDERING (O-5. Percent Rejected Service Requests – Continued)

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none">• Report month• Total number of LSRs• Total number of Rejects• Total Number of Errors• State and Region• Total Number of ASRs (Trunks)	
Retail Analog/Benchmark:	
See Appendix D	

Revision Date: 05/15/00 (lg)

BellSouth Service Quality Measurements Plan

ORDERING

Report/Measurement:
O-6. Reject Interval
Definition:
Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.
Exclusions:
<ul style="list-style-type: none"> • Service Requests canceled by CLEC prior to being rejected/clarified. • Designated Holidays. • The following hours for Non-mechanized LSRs*: <ul style="list-style-type: none"> - Residence Resale Group - from 10:00 PM EST Saturday until 7:00 AM EST Monday. - Business Resale, Complex, UNE Groups - from 8:00 PM EST Friday until 8:00 AM EST Monday. - IPC – 4:30 PM CST Friday until 8:00 AM CST Monday. <p>* The hours excluded will be altered to reflect changes in the Center operating hours.</p>
Business Rules:
<ul style="list-style-type: none"> • Fully Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is rejected (date and time stamp or reject in LEO). Auto Clarifications are considered in the Fully Mechanized category. • Partially Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until it falls out for manual handling. The stop time on partially mechanized LSRs is when the LCSC Service Representative clarifies the LSR back to the CLEC via LEO. • Total Mechanized: Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC. • Non-Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp of FAX or date and time mailed LSR is received in the LCSC) until notice of the reject (clarification) is returned to the CLEC via LON. • Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Interconnection Purchasing Center (IPC). Trunk data is reported as a separate category.
Calculation:
Reject Interval = $\Sigma[(\text{Date and Time of Service Request Rejection}) - (\text{Date and Time of Service Request Receipt})] / (\text{Number of Service Requests Rejected in Reporting Period})$
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

BellSouth
Service Quality Measurements Plan

ORDERING – (O-6. Reject Interval – Continued)

Level of Disaggregation:

- Product Reporting Levels
 - Resale – Residence
 - Resale – Business
 - Resale – Design (Special)
 - Other
 - UNE
 - UNE Loop with NP
 - Interconnection Trunks
 - < 10 Circuits/Lines
 - > 10 Circuits/Lines
- Geographic Scope
 - State, Region and further geographic disaggregation as required by State Commission Order
- Mechanized:
 - 0-4 minutes
 - > 4-8 minutes
 - > 8-12 minutes
 - >12-60 minutes
 - 0-1 hour
 - > 1-8 hours
 - > 8-24 hours
 - > 24 hours
- Non-mechanized:
 - 0-1 hour
 - > 1-4 hours
 - > 4-8 hours
 - > 8-12 hours
 - > 12-16 hours
 - > 16-20 hours
 - > 20-24 hours
 - > 24 hours.
- Trunks:
 - < 5 days
 - > 5-8 days
 - > 8-12 days
 - >12-14 days
 - >14-17 days
 - >17-20 days
 - > 20 days
- Average Interval for mechanized reports in hours, non-mechanized and Trunk reports in days.

Data Retained Relating to CLEC Experience:

- Report month
- Reject Interval
- Total Number of LSRs
- Total number of Rejects
- State and Region
- Total Number of ASRs (Trunks)

Data Retained Relating to BST Performance:

Retail Analog/Benchmark:

See Appendix D

Revision Date: 05/15/00 (lg)

BellSouth Service Quality Measurements Plan

ORDERING

Report/Measurement:
O-7. Firm Order Confirmation Timeliness
Definition:
Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid LSR to distribution of a Firm Order Confirmation.
Exclusions:
<ul style="list-style-type: none"> Rejected LSRs Designated Holidays. The following hours for Non-mechanized LSRs*: <ul style="list-style-type: none"> - Residence Resale Group - from 10:00 PM EST Saturday until 7:00 AM EST Monday. - Business Resale, Complex, UNE Groups - from 8:00 PM EST Friday until 8:00 AM EST Monday. - IPC – 4:30 PM CST Friday until 8:00 AM CST Monday. <p>* The hours excluded will be altered to reflect changes in the Center operating hours.</p>
Business Rules:
<ul style="list-style-type: none"> Fully Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC. Partially Mechanized: The elapsed time from receipt of a valid electronically submitted LSR which falls out for manual handling until appropriate service orders are issued by a BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLEC. Total Mechanized: Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC. Non-Mechanized: The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON. Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Interconnection Purchasing Center (IPC). Trunk data is reported as a separate category.
Calculation:
Firm Order Confirmation Timeliness = $\Sigma[(\text{Date and Time of Firm Order Confirmation}) - (\text{Date and Time of Service Request Receipt})] / (\text{Number of Service Requests Confirmed in Reporting Period})$
Report Structure:
<ul style="list-style-type: none"> Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized CLEC Specific CLEC Aggregate
Level of Disaggregation:
<ul style="list-style-type: none"> Product Reporting Levels <ul style="list-style-type: none"> ➤ Resale – Residence ➤ Resale – Business ➤ Resale – Design (Special) ➤ Other ➤ UNE ➤ UNE Loop with NP ➤ Interconnection Trunks <ul style="list-style-type: none"> < 10 Circuits/Lines > 10 Circuits/Lines

BellSouth
Service Quality Measurements Plan

ORDERING – (O-7. Firm Order Confirmation Timeliness – Continued)

Level of Disaggregation: (Continued)	
<ul style="list-style-type: none"> • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation (MSA) as required by State Commission Order • Mechanized: <ul style="list-style-type: none"> > 0-15 minutes > 15-30 minutes > 30-45 minutes > 45-60 minutes > 60-90 minutes > 90-120 minutes > 120-240 minutes > 4-8 hours > 8-12 hours > 12-16 hours > 16-20 hours > 20-24 hours > 24-48 hours > 48 hours • Non-mechanized: <ul style="list-style-type: none"> 0-4 hours > 4-8 hours > 8-12 hours > 12-16 hours > 16-20 hours > 20-24 hours > 24-48 hours > 48 hours • Trunks: <ul style="list-style-type: none"> 0- 5 days 6- 8 days 9-11 days 12-14 days 15-17 days 18-20 days > 20 days • Average Interval in Days 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report month • Interval for FOC • Total number of LSRs • State and Region • Total Number of ASRs (Trunks) 	
Retail Analog/Benchmark:	
See Appendix D	

Revision Date: 05/15/00 (lg)

BellSouth
Service Quality Measurements Plan

ORDERING

Report/Measurement:	
O-8. Speed of Answer in Ordering Center	
Definition:	
Measures the average time a customer is in queue.	
Exclusions:	
None	
Business Rules:	
The clock starts when the appropriate option is selected (i.e., 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a BST service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until the a service representative in BST's Local Carrier Service Center (LCSC) answers the CLEC call.	
Calculation:	
(Total time in seconds to reach the LCSC) / (Total Number of Calls) in the Reporting Period.	
Report Structure:	
Aggregate <ul style="list-style-type: none"> • CLEC – Local Carrier Service Center • BST <ul style="list-style-type: none"> - Business Service Center - Residence Service Center Note: Combination of Residence Service Center and Business Service Center data under development	
Level of Disaggregation:	
Aggregate <ul style="list-style-type: none"> • CLEC – Local Carrier Service Center • BST <ul style="list-style-type: none"> - Business Service Center - Residence Service Center Note: Combination of Residence Service Center and Business Service Center data under development	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Mechanized tracking through LCSC Automatic Call Distributor 	<ul style="list-style-type: none"> • Mechanized tracking through BST Retail center support systems
Retail Analog/Benchmark:	
For CLEC, Speed of Answer in Ordering Center (LCSC) is comparable to Speed of Answer in BST Business Offices. See Appendix D	

Revision Date: 05/26/00 (lg)

BellSouth Service Quality Measurements Plan

ORDERING – (LNP)

Report/Measurement:
O-9. LNP-Percent Rejected Service Requests
Definition:
Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are excluded.
Exclusions:
<ul style="list-style-type: none"> • Service Requests canceled by the CLEC • Fatal Rejects • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable. • Non Mechanized LSR's
Business Rules:
<p>An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.</p> <p>Fully Mechanized: There are two types of "Rejects" in the Fully Mechanized category:</p> <ul style="list-style-type: none"> • A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR (via EDI or TAG) but required fields are not populated correctly and the request is returned to the CLEC. <p><i>Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.</i></p> <ul style="list-style-type: none"> • An Auto Clarification is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention. <p>Partially Mechanized: A valid LSR which electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back (rejected) to the CLEC.</p> <p>Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.</p>
Calculation:
$\frac{[(\text{Number of Service Requests Rejected in the Reporting Period}) / (\text{Number of Service Requests Received in the Reporting Period})] \times 100}{}$
Report Structure:
<ul style="list-style-type: none"> • Fully Mechanized, Partially Mechanized, Total Mechanized • CLEC Specific • CLEC Aggregate
Level of Disaggregation:
<ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ LNP ➢ UNE Loop with LNP • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region
Retail Analog/Benchmark:
See Appendix D

Revision Date: 05/15/00 (lg)

BellSouth
Service Quality Measurements Plan

ORDERING – (LNP)

Report/Measurement:
O-10. LNP-Reject Interval Distribution & Average Reject Interval
Definition:
Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are excluded.
Exclusions:
<ul style="list-style-type: none"> • Service Requests canceled by the CLEC • Fatal Rejects • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable. • Non Mechanized LSR's
Business Rules:
<p>The Reject interval is determined for each rejected LSR processed during the reporting period. The Reject interval is the elapsed time from when BST receives LSR until that LSR is rejected back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of rejected LSRs to produce the reject interval distribution.</p> <p>An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.</p> <p>Fully Mechanized: There are two types of "Rejects" in the Fully Mechanized category:</p> <ul style="list-style-type: none"> • A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC. <p><i>Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.</i></p> <ul style="list-style-type: none"> • An Auto Clarification is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention. <p>Partially Mechanized: A valid LSR which electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back to the CLEC.</p> <p>Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.</p>
Calculation:
<p>Average Reject Interval:</p> $\frac{\Sigma[(\text{Date \& Time of Service Request Rejection}) - (\text{Date \& Time of Service Request Receipt})]}{(\text{Total Number of Service Requests Rejected in Reporting Period})}$ <p>Reject Interval Distribution:</p> $\frac{[\Sigma(\text{Service Requests Rejected in "X" minutes/hours})]}{(\text{Total Number of Service Requests Rejected in Reporting Period})} \times 100$
Report Structure:
<ul style="list-style-type: none"> • Fully Mechanized, Partially Mechanized, Total Mechanized • CLEC Specific • CLEC Aggregate

BellSouth
Service Quality Measurements Plan

ORDERING – (O-10. LNP-Reject Interval Distribution & Average Reject Interval – Continued)

Level of Disaggregation:
<ul style="list-style-type: none">• Reported in intervals:<ul style="list-style-type: none">0-4 minutes> 4-8 minutes> 8-12 minutes>12-60 minutes0-1hours> 1-8 hours> 8-24 hours> 24 hours• Product Reporting Levels<ul style="list-style-type: none">➤ LNP➤ UNE Loop with LNP• Geographic Scope<ul style="list-style-type: none">➤ State, Region• Average Interval in Days
Retail Analog/Benchmark:
See Appendix D

Revision Date: 05/15/00 (lg)

BellSouth
Service Quality Measurements Plan

ORDERING – (LNP)

Report/Masurement:
O-11. LNP-Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval
Definition: Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of a valid LSR to distribution of a firm order confirmation.
Exclusions: <ul style="list-style-type: none"> Rejected LSRs (Clarifications or Fatal Rejects) Order Activities of BST or the CLEC associated with interval or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.
Business Rules: The Firm Order Confirmation interval is determined for each FOC'd LSR processed during the reporting period. The Firm Order Confirmation interval is the elapsed time from when BST receives an LSR until that LSR is confirmed back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimensions. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed to produce the Firm Order Confirmation timeliness interval distribution. <ul style="list-style-type: none"> <u>Mechanized</u>: The elapsed time from receipt of a valid LSR until the LSR is processed and appropriate service orders are generated in SOCS without manual intervention. <u>Partially Mechanized</u>: The elapsed time from receipt of an electronically submitted LSR which falls for manual handling by the LCSC personnel until appropriate service orders are issued by a BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation system (SONGS). <u>Total Mechanized</u>: Combination of Fully Mechanized and Partially Mechanized FOCs.
Calculation: Average Reject Interval: $\Sigma[(\text{Date \& Time of Firm Order Confirmation}) - (\text{Date \& Time of Service Request Receipt})] / (\text{Total Number of Service Requests Confirmed in Reporting Period})$ FOC Interval Distribution: $\Sigma[(\text{Service Requests Confirmed in "X" minutes/hours in the Reporting Period}) / (\text{Total Service Requests Confirmed in the Reporting Period})] \times 100$
Report Structure: <ul style="list-style-type: none"> Fully Mechanized, Partially Mechanized, Total Mechanized CLEC Specific CLEC Aggregate

BellSouth
Service Quality Measurements Plan

ORDERING – (O-11. LNP-Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval – Continued)

Level of Disaggregation:

- Reported in intervals
 - 0-15 minutes
 - > 15-30 minutes
 - > 30-45 minutes
 - > 45-60 minutes
 - > 60-90 minutes
 - > 90-120 minutes
 - >120-240 minutes
 - > 4-8 hours
 - > 8-12 hours
 - > 12-16 hours
 - > 16-20 hours
 - > 20-24 hours
 - > 24-48 hours
 - > 48 hours
- Product Reporting Levels
 - LNP
 - UNE Loop with LNP
- Geographic Scope
- State, Region

Retail Analog/Benchmark:

See Appendix D

Revision Date: 05/15/00 (lg)

BellSouth
Service Quality Measurements Plan

Provisioning Disaggregation

Product Reporting Levels

- Resale and Retail
 - Pots – Residence
 - Pots – Business
 - Design
 - PBX (Louisiana SQM)
 - CENTREX (Louisiana SQM)
 - ISDN (Louisiana SQM) (**Note:** ISDN included in POTS for Georgia Only)
- Unbundled Network Elements
 - UNE Design
 - UNE Non-Design
 - UNE 2 Wire Loop (Louisiana SQM)
 - UNE Loop Other (Louisiana SQM)
 - Unbundled Ports (Louisiana SQM)
 - Combos, Switching, Local Transport, DSL (under development)
- Trunks
 - Local Interconnection Trunks
- Geographic Scope
 - State, Region and further geographic disaggregation as required by State Commission Order (e.g., Metropolitan Service Area – MSA)

The following measure is the exception for all states:

Coordinated Customer Conversion

Hot Cut Timeliness (under development)

Which is disaggregated as follows:

UNE LOOPS with INP

UNE LOOPS without INP

BellSouth Service Quality Measurements Plan

PROVISIONING

Report/Measurement:
P-1. Mean Held Order Interval & Distribution Intervals
Definition:
When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders. Calculation of the interval is the number o orders held and pending but not completed that have passed the currently committed due date; The distribution interval is based on the number of orders held and pending but not completed over 15 and 90 days. (Orders reported in the >90 day interval are also included in the >15 day interval)
Exclusions:
Order Activities of BST associated with internal or administrative use of local services.
Business Rules:
<p>Mean Held Order Interval: This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the committed due date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. The interval is by calendar days with no exclusions for Holidays or Sundays.</p> <p>CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.</p> <p>Held Order Distribution Interval: This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (orders counted in >90 days are also included in > 15 days).</p>
Calculation:
<p>Mean Held Order Interval: $\Sigma(\text{Reporting Period Close Date} - \text{Committed Order Due Date}) / (\text{Number of Past Due Orders Held and Pending and Past The Committed Due Date}).$</p> <p>Held Order Distribution Interval: $(\# \text{ of Orders Held for } \geq 90 \text{ days}) / (\text{Total } \# \text{ of Past Due Orders Held and Pending But Not Completed}) \times 100$ $(\# \text{ of Orders Held for } \geq 15 \text{ days}) / (\text{Total } \# \text{ of Past Due Orders Held and Pending But Not Completed}) \times 100$</p>
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
Circuit breakout < 10, > = 10

BellSouth
Service Quality Measurements Plan

PROVISIONING – (P-1. Mean Held Order Interval & Distribution Intervals – Continued)

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report month • CLEC Order Number and PON (PON) • Order Submission Date (TICKET_ID) • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Hold Reason • Total line/circuit count • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report month • BST Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • Total line/circuit count • Geographic Scope
Retail Analog/Benchmark: CLEC Residence Resale/BST Residence Retail CLEC Business Resale/BST Business Retail CLEC Non-UNE Design/BST Design Interconnection Trunks-CLEC/Interconnection Trunks – BST UNEs-(See Appendix D)	

Revision Date: 05/15/00 (taf)

BellSouth
Service Quality Measurements Plan

PROVISIONING

Report/Measurement:	
P-2. Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices	
Definition:	
<p>When BST can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC.</p> <p>The interval is from the date/time the notice is released to the CLEC/BST systems until 5pm on the commitment date of the order. The Percent of Orders is the percentage of orders given jeopardy notices for facility delay in the count of orders confirmed in the report period.</p>	
Exclusions:	
<ul style="list-style-type: none"> • Orders held for CLEC end user reasons • Orders submitted to BST through non-mechanized methods 	
Business Rules:	
<p>When BST can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period.</p>	
Calculation:	
<p>Average Jeopardy Interval: $\Sigma[(\text{Date and Time of Scheduled Due Date on Service Order}) - (\text{Date and Time of Jeopardy Notice})] / [\text{Number of Orders Notified of Jeopardy in Reporting Period}]$</p> <p>Percent of Orders Given Jeopardy Notice: $\Sigma[\text{Number of Orders Given Jeopardy Notices in Reporting Period}] / (\text{Number of Orders Confirmed (due) in Reporting Period})$</p>	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report month • CLEC Order Number and PON • Date and Time Jeopardy Notice sent • Committed Due Date • Service Type 	<ul style="list-style-type: none"> • Report month • BST Order Number • Date and Time Jeopardy Notice sent • Committed Due Date • Service Type
<p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	
Retail Analog/Benchmark:	
See Appendix D	

Revision Date: 05/25/00 (taf)

BellSouth

Service Quality Measurements Plan

PROVISIONING

Report/Measurement:	
P-3. Percent Missed Installation Appointments	
Definition:	
<p>"Percent missed installation appointments" monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST. This measure is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates and reported for both BST and End User Misses.</p>	
Exclusions:	
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) • Disconnect (D) & From (F) orders • End User Misses on Interconnection Trunks 	
Business Rules:	
<p>Percent Missed Installation Appointments (PMI) is the percentage of total orders processed for which BST is unable to complete the service orders on the confirmed due dates. Missed Appointments caused by end-user reasons will be included and reported separately. The "due date" is any time on the confirmed due date. Which means there cannot be a cutoff time for commitments, as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.</p>	
Calculation:	
<p>Percent Missed Installation Appointments = Σ (Number of Orders Not Complete by committed Due Date in Reporting Period) / (Number of Orders Confirmed in Reporting) X 100</p>	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate <p>Report Explanation: The difference between End User MA and Total MA is the result of BST caused misses. Here, Total MA is the total % of orders missed either by BST or CLEC end user. The End User MA represents the percentage of orders missed by the CLEC or their end user.</p>	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Reported in categories of <10 lines/circuits; > = 10 lines/circuits • Dispatch/No Dispatch 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report month • BST Order Number • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope
Retail Analog/Benchmark:	
<p>CLEC Residence Resale/BST Residence Retail CLEC Business Resale/BST Business Retail CLEC Non-UNE Design/BST Design Interconnection Trunks-CLEC/Interconnection Trunks – BST UNEs-(See Appendix D)</p>	

Revision Date: 05/15/00 (taf)

BellSouth
Service Quality Measurements Plan

PROVISIONING

Report/Measurement:
P-4. Average Completion Interval (OCI) & Order Completion Interval Distribution
Definition:
The "average completion interval" measure monitors the interval of time it takes BST to provide service for the CLEC or its' own customers. The "Order Completion Interval Distribution" provides the percentages of orders completed within certain time periods. This report measures how well BellSouth meets the interval offered to customers on services orders.
Exclusions:
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) • Disconnect (D&F) listing orders • "L" Appointment coded orders (where the customer has requested a later than offered interval)
Business Rules:
<p>The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from when BST issues a FOC or SOCS date time stamp receipt of an order from the CLEC to BST's actual order completion date. This includes all delays for BST's CLEC/End Users. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed.</p> <p>The interval breakout for UNE and Design is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99 20-25 = 20-24.99, 25-30 = 25-29.99, > = 30 = 30 and greater.</p>
Calculation:
<p>Average Completion Interval: $\Sigma[(\text{Completion Date \& Time}) - (\text{Order Issue Date \& Time})] / \Sigma (\text{Count of Orders Completed in Reporting Period})$</p> <p>Order Completion Interval Distribution: $\Sigma (\text{Service Orders Completed in "X" days}) / (\text{Total Service Orders Completed in Reporting Period}) \times 100$</p>
Report Structure:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate
Level of Disaggregation:
<ul style="list-style-type: none"> • ISDN Orders included in Non Design – GA Only • Dispatch/No Dispatch categories applicable to all levels except trunks. • Residence & Business reported in day intervals = 0,1,2,3,4,5,5+ • UNE and Design reported in day intervals = 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, > = 30 • All Levels are reported <10 line/circuits; > = 10 line/circuits

BellSouth
Service Quality Measurements Plan

PROVISIONING –

(P-4. Average Completion Interval (OCI) & Order Completion Interval Distribution – Continued)

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report month • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report month • BST Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope
Retail Analog/Benchmark: CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design Interconnection Trunks-CLEC / Interconnection Trunks-BST UNEs-(See Appendix D)	

Revision Date: 05/15/00 (taf)

BellSouth Service Quality Measurements Plan

PROVISIONING

Report/Measurement:	
P-5. Average Completion Notice Interval	
Definition:	
The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC.	
Exclusions:	
<ul style="list-style-type: none"> • Non-mechanized Orders • Cancelled Service Orders • Order Activities of BST associated with internal or administrative use of local services. • D&F orders 	
Business Rules:	
Measurement on interval of completion date and time entered by a field technician on dispatched orders, and 5PM start time on the due date for non-dispatched orders; to the release of a notice to the CLEC/BST of the completion status. The field technician notifies the CLEC the work was complete and then he/she enters the completion time stamp information in his/her computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order submitted and as the notice is sent electronically, it can only be switched to those orders that were submitted by the CLEC electronically. The start time is the completion stamp either by the field technician or the 5PM due date stamp; the end time is the time stamp the notice was submitted to the CLEC/BST system.	
Calculation:	
$\Sigma (\text{Date and Time of Notice of Completion}) - (\text{Date and Time of Work Completion}) / (\text{Number of Orders Completed in Reporting Period})$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Reporting intervals in Hours: 0-1, 1-2, 2-4, 4-8, 8-12, 12-24, > 24, plus Overall Average Hour Interval • Reported in categories of <10 line/circuits: > = 10 line/circuits 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report month • CLEC Order Number (so_nbr) • Work Completion Date (cmplt_n_dt) • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Geographic Scope 	<ul style="list-style-type: none"> • Report month • BST Order Number (so_nbr) • Work Completion Date (cmplt_n_dt) • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Geographic Scope
NOTE: Code in parentheses is the corresponding header found in the raw data file.	NOTE: Code in parentheses is the corresponding header found in the raw data file.
Retail Analog/Benchmark:	
CLEC Residence Resale/BST Residence Retail CLEC Business Resale/BST Business Retail CLEC Non-UNE Design/BST Design Interconnection Trunks-CLEC/Interconnection Trunks – BST UNEs-(See Appendix D)	

Revision Date: 05/15/00 (taf)

BellSouth
Service Quality Measurements Plan

PROVISIONING

Report/Measurement:	
P-6. Coordinated Customer Conversions	
Definition:	
This report measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement applies to service orders with and without LNP, and where the CLEC has requested BST to provide a coordinated cutover.	
Exclusions:	
<ul style="list-style-type: none"> Any order canceled by the CLEC will be excluded from this measurement. Delays due to CLEC following disconnection of the unbundled loop Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested. 	
Business Rules:	
Where the service order includes LNP, the interval includes the total time for the cutover including the translation time to place the line back in service on the ported line. The interval is calculated for the entire cutover time for the service order and then divided by items worked in that time to give the average per item interval for each service order.	
Calculation:	
$\Sigma [(Completion\ Date\ and\ Time\ for\ Cross\ Connection\ of\ an\ Coordinated\ Unbundled\ Loop) - (Disconnection\ Date\ and\ Time\ of\ an\ Coordinated\ Unbundled\ Loop)] / Total\ Number\ of\ Unbundled\ Loop\ with\ Coordinated\ Conversions\ (items)\ for\ the\ reporting\ period.$	
Report Structure:	
<ul style="list-style-type: none"> CLEC Specific CLEC Aggregate 	
Level of Disaggregation:	
Reported in intervals <=5 minutes; >5,<=15 minutes; >15 minutes, plus Overall Average interval	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> Report Month CLEC Order Number Committed Due Date (DD) Service Type (CLASS_SVC_DESC) Cutover Start Time Cutover Completion time Portability start and completion times (INP orders) Total Conversions (Items) <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> No BST Analog Exists
Retail Analog/Benchmark:	
Benchmark – See Appendix D	

Revision Date: 05/15/00 (taf)

BellSouth
Service Quality Measurements Plan

PROVISIONING

Report/Measurement:	
P-6A. Coordinated Customer Conversions – Hot Cut Timeliness % within Interval and Average Interval	
Definition:	
This category measures whether BST begins the cutover of an unbundled loop on a time specific order at the CLEC requested time. It is measures the percentage of orders worked within 15 minutes of the requested start time of the order and the average interval.	
Exclusions:	
<ul style="list-style-type: none"> Any order canceled by the CLEC will be excluded from this measurement. Delays caused by the CLEC Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested. All unbundled loops on multiple loop orders after the first loop. 	
Business Rules:	
This report measures whether BST begins the cutover of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. The cut is considered on time if it starts 15 minutes before or after the requested start time. Using the scheduled time and the actual cutover start time, the measurement will calculate the % within interval and the average interval. If a cut involves multiple lines, the cut will be considered “on time” if the first line is cut within the interval.	
Calculation:	
<p>% within Interval – [Total Number of Coordinated Unbundled Loop Orders for the interval] / Total Number of Coordinated Unbundled Loop Orders for the reporting period X 100.</p> <p>Average Interval - [Σ (Scheduled Date and Time for Cross Connection of a Coordinated Unbundled Loop Order) – (Actual Start Date and Time of a Coordinated Unbundled Loop Order)] / Total Number of Coordinated Unbundled Loop Orders for the reporting period.</p>	
Report Structure:	
<ul style="list-style-type: none"> CLEC Specific CLEC Aggregate 	
Level of Disaggregation:	
<p>Reported in intervals, plus Overall Average Interval</p> <ul style="list-style-type: none"> Product Reporting Level <ul style="list-style-type: none"> ➤ SL1 Time Specific ➤ SL2 Time Specific ➤ Coordinated Cuts 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> Report Month CLEC Order Number (so_nbr) Committed Due Date (DD) Service Type (CLASS_SVC_DESC) Cutover Scheduled Start Time Cutover Actual Start Time Total Conversions Orders <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> No BST Analog Exists
Retail Analog/Benchmark:	
Benchmark – 95% Within + or – 15 minutes of Scheduled Start Time	

Revision Date: 05/16/00 (taf)

BellSouth Service Quality Measurements Plan

PROVISIONING

Report/Measurement:	
P-7. % Provisioning Troubles within 30 days of Service Order Activity	
Definition:	
Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.	
Exclusions:	
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (R Orders, Test Orders, etc.) • D & F orders 	
Business Rules:	
<p>Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion of the service order for a trouble report issue date.</p> <p>D & F orders are excluded as there is no subsequent activity following a disconnect.</p>	
Calculation:	
$\% \text{ Provisioning Troubles within 30 days of Service Order Activity} = \frac{\Sigma (\text{Trouble reports on all completed orders} \leq 30 \text{ days following service order(s) completion})}{(\text{All Service Orders completed in the report calendar month})} \times 100$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Reported in categories of <10 line/circuits; > = 10 line/circuits • Dispatch / No Dispatch 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON • Order Submission Date(TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope
<p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	
Retail Analog/Benchmark:	
<p>CLEC Residence Resale / BST Residence Retail</p> <p>CLEC Business Resale / BST Business Retail</p> <p>CLEC Non-UNE Design / BST Design</p> <p>Interconnection Trunks-CLEC / Interconnection Trunks –BST</p> <p>UNEs-(See Appendix D)</p>	

Revision Date: 05/15/00 (taf)

BellSouth
Service Quality Measurements Plan

PROVISIONING

Report/Measurement :	
P-8. Total Service Order Cycle Time (TSOCT)	
Definition:	
This report measures the total service order cycle time from receipt of a valid service order request to the completion of the service order.	
Exclusions:	
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) • D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address). • "L" Appointment coded orders (where the customer has requested a later than offered interval) • Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes. 	
Business Rules:	
<p>The interval is determined for each order processed during the reporting period. This measurement combines two reports: FOC (Firm Order Confirmation) with Average Order Completion Interval.</p> <p>This interval starts with the receipt of a valid service order request and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed.</p>	
Calculation :	
<p>Total Service Order Cycle Time</p> $\frac{\Sigma(\text{Completion Date and Time of Service Order}) (\text{SOCS HIST-CD DATE}) - (\text{Date and Time of Service Request Receipt})}{/ (\text{Count of Orders Completed in Reporting Period})}$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Reported in categories of < 10 line/circuits; > = 10 line/circuits • Dispatch/No Dispatch categories applicable to all levels except trunks. • Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, > = 30 Days 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • Interval for FOC • CLEC Company Name (OCN) • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • BST Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope
NOTE: Code in parentheses is the corresponding header found in the raw data file.	
Retail Analog/Benchmark	
See Appendix D	

Revision Date: 02/28/00 (taf)

BellSouth
Service Quality Measurements Plan

PROVISIONING

Report/Measurement:	
P-9. Service Order Accuracy <u>GEORGIA ONLY</u>	
Definition:	
The "service order accuracy" measurement measures the accuracy and completeness of BST service orders by comparing what was ordered and what was completed.	
Exclusions:	
<ul style="list-style-type: none"> Cancelled Service Orders Order Activities of BST associated with internal or administrative use of local services D & F orders 	
Business Rules:	
A manual sampling of service orders, completed during a monthly reporting period, is compared to the original account profile and the order that the CLEC sent to BST. An order is "completed without error" if all service attributes and account detail changes (as determined by comparing the original order) completely and accurately reflect the activity specified on the original order and any supplemental CLEC order.	
Calculation:	
Percent Service Order Accuracy = Σ (Orders Completed without Error) / Σ (Orders Completed in Reporting Period) x 100	
Report Structure:	
CLEC Aggregate	
Level of Disaggregation:	
<ul style="list-style-type: none"> Reported in categories of <10 line/circuits; > = 10 line/circuits Dispatch / No Dispatch 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> Report Month CLEC Order Number and PON Local Service Request (LSR) Order Submission Date Committed Due Date Service Type Standard Order Activity 	<ul style="list-style-type: none"> Being investigated at this time
Retail Analog/Benchmark:	
(Under Investigation)	

Revision Date: 05/25/00 (taf)

BellSouth
Service Quality Measurements Plan

PROVISIONING

Report/Measurement:
P-10. LNP-Percent Missed Installation Appointments
Definition:
“Percent missed installation appointments” monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST. This measure is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates and reported for both BST and End User Misses.
Exclusions:
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.
Business Rules:
Percent Missed Installation Appointments (PMI) is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported in a separate category. The “due date” is any time on the confirmed due date, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.
Calculation:
Percent Missed Installation Appointments: $\left[\frac{\text{(Number of Orders Not Completed by Committed Due Date in Reporting Period)}}{\text{(Number of Orders Completed in Reporting Period)}} \right] \times 100$
Report Structure:
<ul style="list-style-type: none"> • Mechanized (service orders generated by LSRs submitted via EDI or TAG) • CLEC Specific • CLEC Aggregate <p>Report explanation: Total Missed Appointments is the total % of orders missed either by BST or the CLEC end user. End User MA represents the percentage of orders missed by the CLEC end user. The difference between End User Missed Appointments and Total Missed Appointments is the result of BST caused misses.</p>
Level of Disaggregation:
<ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ LNP ➢ UNE Loop Associated w/LNP • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region
Retail Analog/Benchmark:
See Appendix D

Revision Date: 05/15/00 (taf)

BellSouth
Service Quality Measurements Plan

PROVISIONING – (LNP)

Report/M Measurement :
P-11. LNP-Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution
Definition:
Disconnect Timeliness is defined as the interval between the time the LNP Gateway receives the 'Number Ported' message from NPAC (signifying the CLEC 'Activate') until the time that the Disconnect service order for an LSR is completed in SOCS. This interval effectively measures BST responsiveness by isolating it from impacts that are caused by CLEC related activities.
Exclusions:
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable.
Business Rules:
The Disconnect Timeliness interval is determined for each Disconnect service order processed on an LSR during the reporting period. The Disconnect Timeliness interval is the elapsed time from when BST receives the 'Number Ported' message for an LSR's disconnect order from NPAC (signifying the CLEC 'Activate') until the Disconnect service order is completed in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the total number of selected disconnect orders which have been completed.
Calculation :
Average Disconnect Timeliness Interval: $\frac{\sum [(\text{Disconnect Service Order Completion Date \& Time}) - (\text{'Number Ported' Message Received Date \& Time})]}{\sum (\text{Total Number of Disconnect Service Orders Completed in Reporting Period})}$ Disconnect Timeliness Interval Distribution: $[\frac{\sum (\text{Disconnect Service Orders Completed in "X" days})}{(\text{Total Disconnect Service Orders Completed in Reporting Period})}] \times 100$
Report Structure:
<ul style="list-style-type: none"> • Mechanized (service orders generated by LSRs submitted via EDI or TAG) • CLEC Specific • CLEC Aggregate
Level of Disaggregation:
<ul style="list-style-type: none"> • Reported in day intervals = 0,1,2,3,4, 5, >5 days • Product Reporting Levels <ul style="list-style-type: none"> ➢ LNP • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region
Retail Analog/Benchmark:
See Appendix D

Revision Date: 05/15/00 (taf)

BellSouth
Service Quality Measurements Plan

PROVISIONING

Report/Measurement :
P-12. LNP-Total Service Order Cycle Time
Definition:
Total Service Order Cycle Time measures the interval from receipt of a valid service order request to the completion of the final service order associated with that service request.
Exclusions:
<ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable • "L" appointment coded orders (indicating the customer has requested a later than offered interval) • "S" missed appointment coded orders (indicating subscriber missed reasons), except for "SP" codes (indicating subscriber prior due date requested).
Business Rules:
<p>The interval is determined for each service request processed during the reporting period. This measurement combines two reports: FOC (Firm Order Confirmation) with Average Order Completion Interval.</p> <p>This interval starts with the receipt of a valid service request and stops when the technician or system completes all the related service orders for the LSR in SOCS. Elapsed time for each service request is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of service requests completed to produce the total service order cycle time.</p>
Calculation :
<p>Average Total Service Order Cycle Time:</p> $\Sigma [(\text{Service Order Completion Date \& Time}) - (\text{Service Request Receipt Date \& Time})] / \Sigma (\text{Total Number Service Requests Completed in Reporting Period})$ <p>Total Service Order Cycle Time Interval Distribution:</p> $\Sigma (\text{Total Number of Service Requests Completed in "X" minutes/hours}) / (\text{Total Number of Service Requests Received in Reporting Period}) \times 100$
Report Structure:
<ul style="list-style-type: none"> • Mechanized (service orders generated by LSRs submitted via EDI or TAG) • CLEC Specific • CLEC Aggregate • "W" Appointment Code Only (Company Offered)
Level of Disaggregation:
<ul style="list-style-type: none"> • Reported in day intervals 0 - 5, 5 - 10, 10 - 15, 15 - 20, 20 - 25, 25 - 30, >30 days • Product Reporting Levels <ul style="list-style-type: none"> ➢ LNP ➢ UNE Loop with LNP • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region
Retail Analog/Benchmark:
See Appendix D

Revision Date: 02/16/00 (taf)

BellSouth
Service Quality Measurements Plan

Maintenance and Repair Level of Disaggregation

Product Reporting Levels

- Resale / Retail
 - Pots – Residence
 - Pots – Business
 - Design
 - PBX (Louisiana SQM)
 - CENTREX (Louisiana SQM)
 - ISDN (Louisiana SQM) (**Note:** ISDN Trouble included in POTS for Georgia Only)
- Unbundled Network Elements
 - UNE Design
 - UNE Non-Design
 - UNE 2 Wire Loop (Louisiana SQM)
 - UNE Loop Other (Louisiana SQM)
 - Unbundled Ports (Louisiana SQM)
 - UNE Other Non-Design
 - Combos, Switching, Local Transport, DSL (under development)
- Trunks
 - Local Interconnection Trunks
- Dispatch/No Dispatch categories applicable to all levels
- Geographic Scope
 - State, Region and further geographic disaggregation as required by State Commission Order (e.g., Metropolitan Service Area – MSA)

BellSouth
Service Quality Measurements Plan

MAINTENANCE & REPAIR

Report/Measurement:	
M&R-1. Missed Repair Appointments	
Definition:	
The percent of trouble reports not cleared by the committed date and time.	
Exclusions:	
<ul style="list-style-type: none"> • Trouble tickets canceled at the CLEC request. • BST trouble reports associated with internal or administrative service. • Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble. 	
Business Rules:	
<p>The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that BST personnel clear the trouble and closes the trouble report in his/her Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a "Missed Commitment" or a missed repair appointment. When the data for this measure is collected for BST and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BST reasons. (No access reports are not part of this measure because they are not a missed appointment.)</p> <p>Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours.</p>	
Calculation:	
$\text{Percentage of missed Repair Appointments} = \frac{\Sigma (\text{Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time})}{\Sigma (\text{Total Trouble reports closed in Reporting Period})} \times 100$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report month • CLEC Company Name • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> • Report month • BST Company Code • Submission Date & Time • Completion Date • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope
Retail Analog/Benchmark:	
<p>CLEC Residence Resale/BST Residence Retail CLEC Business Resale/BST Business Retail CLEC Design-Resale/BST Design-Retail CLEC PBX, Centrex, and ISDN Resale/BST PBX, Centrex, and ISDN Retail CLEC Trunking-Resale / BST Trunking-Retail UNEs-(See Appendix D)</p>	

Revision Date: 05/15/00 (see)

BellSouth Service Quality Measurements Plan

MAINTENANCE & REPAIR

Report/M Measurement:	
M&R-2. Customer Trouble Report Rate	
Definition:	
Initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/circuits in service.	
Exclusions:	
<ul style="list-style-type: none"> • Trouble tickets canceled at the CLEC request. • BST trouble reports associated with internal or administrative service. • Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble. 	
Business Rules:	
Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total "number of service" lines, ports or combination that exist for the CLECs and BST respectively at the end of the report month.	
Calculation:	
Customer Trouble Report Rate = (Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in service at End of the Report Period) X 100	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report month • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • # Service Access Lines in Service at the end of period • Geographic Scope 	<ul style="list-style-type: none"> • Report month • BST Company Code • Ticket Submission Date & Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • # Service Access Lines in Service at the end of period • Geographic Scope
NOTE: Code in parentheses is the corresponding header found in the raw data file.	
Retail Analog/Benchmark:	
CLEC Residence Resale/BST Residence Retail CLEC Business Resale/BST Business Retail CLEC Design-Resale/BST Design-Retail CLEC PBX, Centrex, and ISDN Resale/BST PBX, Centrex, and ISDN Retail CLEC Trunking-Resale / BST Trunking-Retail UNEs-(See Appendix D)	

Revision Date: 02/22/00 (see)

BellSouth
Service Quality Measurements Plan

MAINTENANCE & REPAIR

Report/Measurement:	
M&R-3. Maintenance Average Duration	
Definition:	
The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.	
Exclusions:	
<ul style="list-style-type: none"> • Trouble tickets canceled at the CLEC request. • BST trouble reports associated with internal or administrative service. • Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble. • Trouble reports greater than 10 days 	
Business Rules:	
For Average Duration the clock starts on the date and time of the receipt of a correct repair request. The clock stops on the date and time the service is restored and the BST or CLEC customer is notified (when the technician completes the trouble ticket on his/her CAT or work systems).	
Calculation:	
Maintenance Average Duration = $\Sigma(\text{Date and Time of Service Restoration}) - (\text{Date and Time Trouble Ticket was Opened}) / \Sigma(\text{Total Closed Troubles in the reporting period})$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope 	<ul style="list-style-type: none"> • Report month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission Time • Ticket Completion Date • Ticket Completion Time • Total Duration Time • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope
NOTE: Code in parentheses is the corresponding header found in the raw data file.	
Retail Analog/Benchmark:	
CLEC Residence Resale/BST Residence Retail CLEC Business Resale/BST Business Retail CLEC Design-Resale/BST Design-Retail CLEC PBX, Centrex, and ISDN Resale/BST PBX, Centrex, and ISDN Retail CLEC Trunking-Resale / BST Trunking-Retail UNEs-(See Appendix D)	

Revision Date: 05/25/00 (see)

BellSouth
Service Quality Measurements Plan

MAINTENANCE & REPAIR

Report/Measurement:	
M&R-4. Percent Repeat Troubles within 30 Days	
Definition:	
Trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total trouble reported	
Exclusions:	
<ul style="list-style-type: none"> • Trouble tickets canceled at the CLEC request. • BST trouble reports associated with internal or administrative service. • Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble. 	
Business Rules:	
Includes Customer trouble reports received within 30 days of an original Customer trouble report	
Calculation:	
Percent Repeat Troubles within 30 Days = (Count of Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days) / (Total Trouble Reports Closed in Reporting Period) X 100	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Total and Percent Repeat Trouble Reports within 30 Days (TOT_REPEAT) • Service Type • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope 	<ul style="list-style-type: none"> • Report month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission Time • Ticket Completion Date • Ticket Completion Time • Total and Percent Repeat Trouble Reports within 30 Days • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope
NOTE: Code in parentheses is the corresponding header found in the raw data file.	
Retail Analog/Benchmark:	
CLEC Residence Resale/BST Residence Retail CLEC Business Resale/BST Business Retail CLEC Design-Resale/BST Design-Retail CLEC PBX, Centrex, and ISDN Resale/BST PBX, Centrex, and ISDN Retail CLEC Trunking-Resale / BST Trunking-Retail UNEs-(See Appendix D)	

Revision Date: 02/22/00 (see)

BellSouth
Service Quality Measurements Plan

MANTENANCE & REPAIR

Report/Measurement:	
M&R-5. Out of Service (OOS) > 24 Hours	
Definition:	
For Out of Service Troubles (no dial tone, cannot be called or cannot call out) the percentage of Total OOS Troubles cleared in excess of 24 hours. (All design services are considered to be out of service).	
Exclusions:	
<ul style="list-style-type: none"> • Trouble Reports canceled at the CLEC request • BST Trouble Reports associated with administrative service • Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles. 	
Business Rules:	
Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the trouble report is created in LMOS and the trouble is counted if the elapsed time exceeds 24 hours.	
Calculation:	
Out of Service (OOS) > 24 hours = (Total Cleared Troubles OOS > 24 Hours) / Total OOS Troubles in Reporting Period) X 100	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • BST Aggregate • CLEC Aggregate 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • Report Month • Total Tickets • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Percentage of Customer Troubles out of Service > 24 Hours (OOS>24_FLAG) • Service type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE-DESC) • Geographic Scope 	<ul style="list-style-type: none"> • Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission time • Ticket Completion Date • Ticket Completion Time • Percent of Customer Troubles out of Service > 24 Hours • Service type • Disposition and Cause (Non – Design/Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope
NOTE: Code in parentheses is the corresponding header found in the raw data file.	
Retail Analog/Benchmark:	
CLEC Residence-Resale / BST Residence- Retail CLEC Business- Resale / BST Business-Retail CLEC Design-Resale / BST Design-Retail CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail CLEC Trunking-Resale /BST Trunking- Retail UNEs – (See Appendix D)	

Revision Date: 05/12/00 (see)

BellSouth
Service Quality Measurements Plan

MAINTENANCE & REPAIR

Report/Measurement:	
M&R-6. Average Answer Time – Repair Centers	
Definition:	
This measures the average time a customer is in Queue when calling a BellSouth Repair Center.	
Exclusions:	
None	
Business Rules:	
The clock starts when a CLEC Representative or BellSouth customer makes a choice on the Repair Center's menu and is put in queue for the next repair attendant. The clock stops when the repair attendant answers the call. (abandoned calls are not included)	
(NOTE: The Total Column is a combined BST Residence and Business number)	
Level of Disaggregation:	
Region. CLEC/BST Service Centers and BST Repair Centers are regional.	
Calculation:	
Average Answer Time for BST's Repair Centers = (Time BST Repair Attendant Answers Call) – (Time of entry into queue until ACD Selection) / (Total number of calls by reporting period)	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Aggregate • BST Aggregate 	
Data Retained Relating to CLEC Experience	Data Retained Relating to BST Experience
<ul style="list-style-type: none"> • CLEC Average Answer Time 	<ul style="list-style-type: none"> • BST Average Answer Time
Retail Analog/Benchmark:	
For CLEC, Average Answer Times in UNE Center and BRMC are comparable to the Average Answer Times in the BST Repair Centers.	

Revision Date: 05/25/00 (see)

BellSouth
Service Quality Measurements Plan

BILLING

Report/Measurement:	
B-1. Invoice Accuracy	
Definition:	
This measure provides the percentage of accuracy of the billing invoices rendered to CLECs during the current month.	
Exclusions:	
Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer)	
Business Rules:	
The accuracy of billing invoices delivered by BST to the CLEC must enable them to provide a degree of billing accuracy comparative to BST bills rendered to retail customers of BST. CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. The bill verification process draws from a mix of different customer billing options and types of service. An end-to-end auditing process is performed for new products and services. Internal measurements and controls are maintained on all billing processes.	
Calculation:	
Invoice Accuracy = (Total Billed Revenues during current month) – (Absolute Value of Billing Related Adjustments during current month) / Total Billed Revenues during current month X 100	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Product / Invoice Type <ul style="list-style-type: none"> ➢ Resale ➢ UNE ➢ Interconnection • Geographic Scope <ul style="list-style-type: none"> ➢ Region 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Invoice Type • Total Billed Revenue Adjustments 	<ul style="list-style-type: none"> • Report month • Retail Type <ul style="list-style-type: none"> ➢ CRIS ➢ CABS • Total Billed Revenue • Billing Related Adjustments
Retail Analog/Benchmark:	
CLEC Invoice Accuracy is comparable to BST Invoice Accuracy See Appendix D	

Revision Date: 05/03/00 (dg)

BellSouth
Service Quality Measurements Plan

BILLING

Report/Measurement:	
B-2. Mean Time to Deliver Invoices	
Definition:	
<p>Bill Distribution is calculated as follows: CRIS BILLS-The number of workdays is reported for CRIS bills. This is calculated by counting the Bill Period date as the first work day. Weekends and holidays are excluded when counting workdays. J/N Bills are counted in the CRIS work day category for the purposes of the measurement since their billing account number (Q account) is provided from the CRIS system.</p> <p>CABS BILLS-The number of calendar days is reported for CABS bills. This is calculated by counting the day following the Bill Period date as the first calendar day. Weekends and holidays are included when counting the calendar days.</p>	
Exclusions:	
Any invoices rejected due to formatting or content errors.	
Business Rules:	
This report measures the mean interval for timeliness of billing records delivered to CLECs in an agreed upon format. CRIS-based invoices are measured in business days, and CABS-based invoices in calendar days.	
Calculation:	
$\text{Mean Time To Deliver Invoices} = \Sigma [(\text{Invoice Transmission Date}) - (\text{Close Date of Scheduled Bill Cycle})] / (\text{Count of Invoices Transmitted in Reporting Period})$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Product / Invoice Type <ul style="list-style-type: none"> ➤ Resale ➤ UNE ➤ Interconnection • Geographic Scope <ul style="list-style-type: none"> ➤ Region 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report month • Invoice Type • Invoice Transmission Count • Date of Scheduled Bill Close 	<ul style="list-style-type: none"> • Report month • Retail Type <ul style="list-style-type: none"> ➤ CRIS ➤ CABS • Invoice Transmission Count • Date of Scheduled Bill Close
Retail Analog/Benchmark:	
<p>CRIS-based invoices will be released for delivery within six (6) business days.</p> <p>CABS-based invoices will be released for delivery within eight (8) calendar days.</p> <p>CLEC Average Delivery Intervals for both CRIS and CABS Invoices are comparable to BST Average delivery for both systems.</p> <p>See Appendix D</p>	

Revision Date: 05/03/00 (dg)

BellSouth
Service Quality Measurements Plan

BILLING

Report/Measurement:	
B-3. Usage Data Delivery Accuracy	
Definition:	
This measurement captures the percentage of recorded usage that is delivered error free and in an acceptable format to the appropriate Competitive Local Exchange Carrier (CLEC). These percentages will provide the necessary data for use as a comparative measurement for BellSouth performance. This measurement captures Data Delivery Accuracy rather than the accuracy of the individual usage recording.	
Exclusions:	
None	
Business Rules:	
The accuracy of the data delivery of usage records delivered by BST to the CLEC must enable them to provide a degree of accuracy comparative to BST bills rendered to their retail customers. If errors are detected in the delivery process, they are investigated, evaluated and documented. Errors are corrected and the data retransmitted to the CLEC.	
Calculation:	
$\text{Usage Data Delivery Accuracy} = \frac{\Sigma[(\text{Total number of usage data packs sent during current month}) - (\text{Total number of usage data packs requiring retransmission during current month})]}{(\text{Total number of usage data packs sent during current month})} \times 100$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Geographic Scope <ul style="list-style-type: none"> ➢ Region 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> ➢ BellSouth Recorded ➢ Non BellSouth Recorded 	<ul style="list-style-type: none"> • Report month • Record Type
Retail Analog/Benchmark:	
CLEC Usage Data Delivery Accuracy is comparable to BST Usage Data Delivery Accuracy See Appendix D	

Revision Date: 02/28/00 (dg)

BellSouth
Service Quality Measurements Plan

BILLING

Report/Measurement:	
B-4. Usage Data Delivery Completeness	
Definition:	
This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BST for billing) that is processed and transmitted to the CLEC within thirty (30) days of the message recording date. A parity measure is also provided showing completeness of BST messages processed and transmitted via CMDS. BellSouth delivers its own retail usage from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
Exclusions:	
None	
Business Rules:	
The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC.	
Calculation:	
Usage Data Delivery Completeness = $\Sigma[(\text{Total number of Recorded usage records delivered during current month that are within thirty (30) days of the message recording date}) / \Sigma(\text{Total number of Recorded usage records delivered during the current month}) \times 100]$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Geographic Scope <ul style="list-style-type: none"> ➢ Region 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> ➢ BellSouth Recorded ➢ Non BellSouth Recorded 	<ul style="list-style-type: none"> • Report month • Record Type
Retail Analog/Benchmark:	
CLEC Usage Data Delivery Completeness is comparable to BST Usage Data Delivery Completeness See Appendix D	

Revision Date: 02/28/00 (dg)

BellSouth
Service Quality Measurements Plan

BILLING

Report/Measurement:	
B-5. Usage Data Delivery Timeliness	
Definition:	
This measurement provides a percentage of recorded usage data (usage recorded by BST and usage recorded by other companies and sent to BST for billing) that is delivered to the appropriate CLEC within six (6) calendar days from the receipt of the initial recording. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
Exclusions:	
None	
Business Rules:	
The purpose of this measurement is to demonstrate the level of timeliness for processing and transmission of usage data delivered to the appropriate CLEC. The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. The Timeliness interval of usage recorded by other companies is measured from the date BST receives the records to the date BST distributes to the CLEC. Method of delivery is at the option of the CLEC.	
Calculation:	
Usage Data Delivery Timeliness Current month = $\Sigma(\text{Total number of usage records sent within six (6) calendar days from initial recording/receipt}) / \Sigma(\text{Total number of usage records sent}) \times 100$	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Aggregate • CLEC Specific • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Geographic Scope <ul style="list-style-type: none"> ➢ Region 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> ➢ BellSouth Recorded ➢ Non-BellSouth Recorded 	<ul style="list-style-type: none"> • Report Monthly • Record Type
Retail Analog/Benchmark:	
CLEC Usage Data Delivery Timeliness is comparable to BST Usage Data Delivery Timeliness See Appendix D	

Revision date: 02/28/00 (dg)

BellSouth
Service Quality Measurements Plan

BILLING

Report/Measurement	
B-6. Mean Time to Deliver Usage	
Definition:	
This measurement provides the average time it takes to deliver Usage Records to a CLEC. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.	
Exclusions:	
None	
Business Rules:	
The purpose of this measurement is to demonstrate the average number of days it takes BST to deliver Usage data to the appropriate CLEC. Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC.	
Calculation:	
Mean Time to Deliver Usage = Σ (Volume of Records Delivered X estimated number of days to deliver) / Total Record Volume Delivered.	
Note: Any usage record falling in the 30+ day interval will be added using an average figure of 31.5 days.	
Report Structure:	
<ul style="list-style-type: none"> • CLEC Aggregate • CLEC Specific • BST Aggregate 	
Level of Disaggregation:	
<ul style="list-style-type: none"> • Geographic Scope <ul style="list-style-type: none"> ➢ Region 	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> ➢ BellSouth Recorded ➢ Non-BellSouth Recorded 	<ul style="list-style-type: none"> • Report Monthly • Record Type
Retail Analog/Benchmark:	
Mean Time to Deliver Usage to CLEC is comparable to Mean Time to Deliver Usage to BST See Appendix D	

Revision Date: 05/03/00 (dg)

BellSouth
Service Quality Measurements Plan

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
OS-1. Speed to Answer Performance/Average Speed to Answer - Toll
Definition:
Measurement of the average time in seconds calls wait before answered by a toll operator.
Exclusions:
None
Business Rules:
The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BST customers.
Calculation:
Total queue time ÷ total calls answered
Report Structure:
<ul style="list-style-type: none">• Reported for the aggregate of BST and CLECs<ul style="list-style-type: none">➤ State
Level of Disaggregation:
<ul style="list-style-type: none">• None
Data Retained (on Aggregate Basis):
<ul style="list-style-type: none">• For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP• Month• Call Type (Toll)• Average Speed of Answer
Retail Analog/Benchmark:
Parity by Design See Appendix D

Revision Date: 05/12/00 (tg)

BellSouth
Service Quality Measurements Plan

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
OS-2. Speed to Answer Performance/Percent Answered with "X" Seconds – Toll
Definition:
Measurement of the percent of toll calls that are answered in less than "X" seconds. The number of seconds represented by "X" is thirty, except where a different regulatory benchmark has been set for the Average Speed to Answer by a State Commission.
Exclusions:
None
Business Rules:
The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BST customers.
Calculation:
The Percent Answered within "X" Seconds measurement for toll is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.
Report Structure:
<ul style="list-style-type: none"> • Reported for the aggregate of BST and CLECs <ul style="list-style-type: none"> ➤ State
Level of Disaggregation:
None
Data Retained (on Aggregate Basis):
<ul style="list-style-type: none"> • For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP • Month • Call Type (Toll) • Average Speed of Answer
Retail Analog/Benchmark:
Parity by Design See Appendix D

Revision Date: 05/15/00 (tg)

BellSouth
Service Quality Measurements Plan

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
DA-1. Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA)
Definition:
Measurement of the average time in seconds calls wait before answered by a DA operator.
Exclusions:
None
Business Rules:
The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BST customers.
Calculation:
Total queue time ÷ total calls answered
Report Structure:
<ul style="list-style-type: none"> Reported for the aggregate of BST and CLECs <ul style="list-style-type: none"> State
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
<ul style="list-style-type: none"> For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP Month Call Type (DA) Average Speed of Answer
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date: 05/12/00 (tg)

BellSouth
Service Quality Measurements Plan

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Report/Measurement:
DA-2. Speed to Answer Performance/Percent Answered within "X" Seconds – Directory Assistance (DA)
Definition:
Measurement of the percent of DA calls that are answered in less than "X" seconds. The number of seconds represented by "X" is twenty, except where a different regulatory benchmark has been set for the Average Speed to Answer by a State Commission.
Exclusions:
None
Business Rules:
The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BST customers.
Calculation:
The Percent Answered within "X" Seconds measurement for DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.
Report Structure:
<ul style="list-style-type: none"> Reported for the aggregate of BST and CLECs <ul style="list-style-type: none"> State
Level of Disaggregation:
None
Data Retained (on Aggregate Basis)
<ul style="list-style-type: none"> For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. Month Call Type (DA) Average Speed of Answer
Retail Analog/Benchmark
Parity by Design See Appendix D

Revision Date: 05/15/00 (tg)

BellSouth
Service Quality Measurements Plan

E911

Report/Measurement:
E-1. Timeliness
Definition:
Measures the percent of batch orders for E911 database updates (to CLEC resale and BST retail records) processed successfully within a 24-hour period.
Exclusions:
<ul style="list-style-type: none"> Any resale order canceled by a CLEC Facilities-based CLEC orders
Business Rules:
The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing batch orders extracted from BST's Service Order Control System (SOCS). Processing stops when SCC loads the individual records to the E911 database. The system makes no distinction between CLEC resale records and BST retail records.
Calculation:
$\text{E911 Timeliness} = \frac{\text{Number of batch orders processed within 24 hours}}{\text{Total number of batch orders submitted}} \times 100$
Report Structure:
<ul style="list-style-type: none"> Reported for the aggregate of CLEC resale updates and BST retail updates <ul style="list-style-type: none"> State Region
Level of Disaggregation:
None
Data Retained
<ul style="list-style-type: none"> Report month Aggregate data
Retail Analog/Benchmark:
Parity by Design See Appendix D

Revision Date: 05/10/00 (tg)

BellSouth
Service Quality Measurements Plan

E911

Report/Measurement:
E-1. Accuracy
Definition:
Measures the percent of E911 telephone number (TN) record updates (to CLEC resale and BST retail records) processed successfully for E911.
Exclusions:
<ul style="list-style-type: none"> Any resale order canceled by a CLEC Facilities-based CLEC orders
Business Rules:
Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing telephone number (TN) records extracted from BST's Service Order Control System (SOCS). The system makes no distinction between CLEC resale records and BST retail records.
Calculation:
$\text{E911 Accuracy} = \frac{\Sigma (\text{Number of record individual updates processed with no errors} + \text{Total number of individual record updates})}{\text{Total number of individual record updates}} \times 100$
Report Structure:
<ul style="list-style-type: none"> Reported for the aggregate of CLEC resale updates and BST retail updates <ul style="list-style-type: none"> State Region
Level of Disaggregation:
None
Data Retained
<ul style="list-style-type: none"> Report month Aggregate data
Retail Analog/Benchmark:
Parity by Design See Appendix D

Revision Date: 05/10/00 (tg)

BellSouth
Service Quality Measurements Plan

E911

Report/Measurement:
E-3. Mean Interval
Definition:
Measures the mean interval processing of E911 batch orders (to update CLEC resale and BST retail records).
Exclusions:
<ul style="list-style-type: none"> Any resale order canceled by a CLEC Facilities-based CLEC orders
Business Rules:
The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Data is posted in 4-hour increments up to and beyond 24 hours. The system makes no distinction between CLEC resale records and BST retail records.
Calculation:
$\text{E911 Mean Interval} = \frac{\sum (\text{Date and time of batch order completion} - \text{Date and time of batch order submission})}{\text{Number of batch orders completed}}$
Report Structure:
<ul style="list-style-type: none"> Reported for the aggregate of CLEC resale updates and BST retail updates <ul style="list-style-type: none"> State Region
Level of Disaggregation:
None
Data Retained
<ul style="list-style-type: none"> Report month Aggregate data
Retail Analog/Benchmark:
Parity by Design
See Appendix D

Revision Date: 05/15/00 (tg)

BellSouth
Service Quality Measurements Plan

TRUNK GROUP PERFORMANCE

Report/Measurement:		
TGP-1. Trunk Group Performance-Aggregate		
Definition:		
A report of aggregate blocking information for CLEC trunk groups and BellSouth trunk groups.		
Exclusions:		
<ul style="list-style-type: none"> • Trunk Groups for which valid data is not available for an entire study period • Duplicate trunk group information 		
Business Rules:		
<ul style="list-style-type: none"> • Aggregate blocking results are created using the statistical analysis package and are output into Excel with a separate table for each geographic area. • For each geographic area, plots are generated for; a) the monthly blocking by hour for each affecting group (BellSouth or CLEC), and b) the difference between BellSouth blocking data and CLEC blocking data is calculated and plotted. • The TCBH blocking is calculated by determining the monthly averaging blocking for each hour for each trunk. The hour with the highest usage is selected as the TCBH and the blocking for that hour is reported. • Trunk Categorization: This report display, over a reporting cycle, aggregate, weighted average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows. 		
CLEC Affecting Categories:		
	<u>Point A</u>	<u>Point B</u>
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem
BellSouth Affecting Categories:		
	<u>Point A</u>	<u>Point B</u>
Category 9:	BellSouth End Office	BellSouth End Office

BellSouth
Service Quality Measurements Plan

TRUNK GROUP PERFORMANCE – (TGP-1. Trunk Group Performance-Aggregate – Continued)

Calculation:

Monthly Weighted Average Blocking:

(Blocking data for each hour X number of valid measurement days within each week) / Σ (Total number of valid measurement days within each week)

Example:		Week 1	Week 2	Week 3	Week 4	Monthly
Hour						
1	Blocking	1%	0.5%	2%	1.5%	1.8%
	# Days	7	7	5	6	
2	Blocking	0%	0%	0.2%	0.3%	.1%
	# Days	7	5	5	7	
3	Blocking	1%	1%	0.5%	2%	1.1%
	# Days	7	7	7	7	
24	Blocking	1%	0.5%	2%	1.5%	1.2%
	# Days	7	7	5	6	

The monthly weighted average blocking for hour 1 for a particular trunk group is calculated as follows:

$$\frac{(1 \times 7) + (0.5 \times 7) + (2 \times 5) + (1.5 \times 6)}{(7 + 7 + 5 + 6)} = 1.8\%$$

Aggregate Monthly Blocking:

(Monthly weighted average blocking value for each trunk group) X (number of trunks within each trunk group) / Σ (number of trunks in the aggregate group)

Example:

Trunk Group	Trunks in Service	Blocking Hour 1	Blocking Hour 2	Blocking Hour 3	Blocking Hour 4	Blocking Hour 24
A	24	3%	0%	1%	0%	0%
B	144	2%	0%	1%	0.5%	0.5%
C	528	0%	0.5%	1%	1%	1%
D	316	1%	0%	1%	0.1%	0%
E	940	1%	1%	4%	0%	0%
Aggregate		0.8%	0.6%	2.4%	0.3%	0.3%

The monthly weighted average blocking for hour 1 is calculated as follows:

$$\frac{(3 \times 24) + (2 \times 144) + (0 \times 528) + (1 \times 316) + (1 \times 940)}{(24 + 144 + 528 + 316 + 940)} = 0.8\%$$

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BST trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Report Structure:

- CLEC Aggregate
 - State

Level of Disaggregation:

Trunk Group

Data Retained Relating to CLEC Experience

- Report Month
- Total Trunk Groups
- Number of Trunk Groups by CLEC
- Hourly average blocking per trunk group

Data Retained Relating to BST Experience

- Report Month
- Total Trunk Groups
- Aggregate Hourly average blocking

Retail Analog/Benchmark:

Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more than 0.5% = a miss using trunk groups 1,3,4,5,10,16 for CLECs and 9 for BST.

Revision Date: 5/3/2000 (tm)

BellSouth
Service Quality Measurements Plan

TRUNK GROUP PERFORMANCE

Report/Measurement:		
TGP-2. Trunk Group Performance-CLEC Specific		
Definition:		
A report of blocking information for CLEC trunk groups.		
Exclusions:		
<ul style="list-style-type: none"> • Trunk Groups for which valid data is not available for an entire study period • Duplicate trunk group information 		
Business Rules:		
<ul style="list-style-type: none"> • Aggregate blocking results are created using the statistical analysis package and are output into Excel with a separate table for each geographic area. • For each geographic area, plots are generated for the monthly blocking by hour. • The TCBH blocking is calculated by determining the monthly averaging blocking for each hour for each trunk. The hour with the highest usage is selected as the TCBH and the blocking for that hour is reported. • Trunk Categorization: This report display, over a reporting cycle, aggregate, weighted average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for CLEC trunk groups. In order to assign trunk groups to the CLEC group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows: 		
CLEC Affecting Categories:		
	<u>Point A</u>	<u>Point B</u>
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

BellSouth
Service Quality Measurements Plan

TRUNK GROUP PERFORMANCE – (TGP-2. Trunk Group Performance-CLEC Specific – Continued)

Calculation:

Monthly Weighted Average Blocking:

(Blocking data for each hour X number of valid measurement days within each week) / Σ (Total number of valid measurement days within each week)

Example:		Week 1	Week 2	Week 3	Week 4	Monthly
Hour						
1	Blocking	1%	0.5%	2%	1.5%	1.8%
	# Days	7	7	5	6	
2	Blocking	0%	0%	0.2%	0.3%	.1%
	# Days	7	5	5	7	
3	Blocking	1%	1%	0.5%	2%	1.1%
	# Days	7	7	7	7	5
24	Blocking	1%	0.5%	2%	1.5%	1.2%
	# Days	7	7	5	6	

The monthly weighted average blocking for hour 1 for a particular trunk group is calculated as follows:

$$\frac{(1 \times 7) + (0.5 \times 7) + (2 \times 5) + (1.5 \times 6)}{(7 + 7 + 5 + 6)} = 1.8\%$$

Aggregate Monthly Blocking:

(Monthly weighted average blocking value for each trunk group) X (number of trunks within each trunk group) / Σ (number of trunks in the aggregate group)

Example:

Trunk Group	Trunks in Service	Blocking Hour 1	Blocking Hour 2	Blocking Hour 3	Blocking Hour 4	Blocking Hour 24
A	24	3%	0%	1%	0%	0%
B	144	2%	0%	1%	0.5%	0.5%
C	528	0%	0.5%	1%	1%	1%
D	316	1%	0%	1%	0.1%	0%
E	940	1%	1%	4%	0%	0%
Aggregate		0.8%	0.6%	2.4%	0.3%	0.3%

The monthly weighted average blocking for hour 1 is calculated as follows:

$$\frac{(3 \times 24) + (2 \times 144) + (0 \times 528) + (1 \times 316) + (1 \times 940)}{(24 + 144 + 528 + 316 + 940)} = 0.8\%$$

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BST trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Report Structure:

- CLEC Aggregate
- Trunk Group

Level of Disaggregation:

Trunk Group

Data Retained Relating to CLEC Experience

- Report Month
- Total Trunk Groups
- Number of Trunk Groups by CLEC
- Hourly average blocking per trunk group

Data Retained Relating to BST Experience

- Report Month
- Total Trunk Groups
- Aggregate Hourly average blocking

Retail Analog/Benchmark:

Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more than 0.5% = a miss using trunk groups 1,3,4,5,10,16 for CLECs and 9 for BST.

Revision Date: 05/3/00 (tm)

BellSouth
Service Quality Measurements Plan

TRUNK GROUP PERFORMANCE

Report/Measurement:	
TGP-3. Trunk Group Service Report	
Definition:	
A report of the percent blocking above the Measured Blocking Threshold (MBT) on all final trunk groups between CLEC Points of Termination and BST end offices or tandems.	
Exclusions:	
<ul style="list-style-type: none"> • Trunk groups for which valid traffic data is not available • High use trunk groups 	
Business Rules:	
Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK); a Telcordia (BellCore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlights those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.	
Calculation:	
Measured blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100	
Report Structure:	
<ul style="list-style-type: none"> • BST Aggregate <ul style="list-style-type: none"> ➢ CTTG ➢ Local • CLEC Aggregate <ul style="list-style-type: none"> ➢ BST Administered CLEC Trunk ➢ CLEC Administered CLEC Trunk • CLEC Specific <ul style="list-style-type: none"> ➢ BST Administered CLEC Trunk ➢ CLEC Administered CLEC Trunk 	
Level of Disaggregation:	
State	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT 	<ul style="list-style-type: none"> • Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT
Retail Analog/Benchmark:	
CLEC Trunk Blockage/BST Trunk Blockage See Appendix D	

Revision Date: 02/28/00 (tm)

BellSouth
Service Quality Measurements Plan

TRUNK GROUP PERFORMANCE

Report/Measurement:	
TGP-4. Trunk Group Service Detail	
Definition:	
A detailed list of all final trunk groups between CLEC Points of Presence and BST end offices or tandems, and the actual blocking performance when the blocking exceeds the Measured Blocking Threshold (MBT) for the trunk groups.	
Exclusions:	
<ul style="list-style-type: none"> • Trunk groups for which valid traffic data is not available • High use trunk groups 	
Business Rules:	
Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDS/TK); a Telcordia (BellCore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlights those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%.	
Calculation:	
Measured blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100	
Report Structure:	
<ul style="list-style-type: none"> • BST Specific/CLEC Specific <ul style="list-style-type: none"> ➢ Traffic Identity ➢ TGSN ➢ Tandem ➢ End Office ➢ Description ➢ Observed Blocking ➢ Busy Hour ➢ Number Trunks ➢ Valid study days ➢ Number reports ➢ Remarks 	
Level of Disaggregation:	
State	
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT • Traffic identify, TGSN, end points, description, busy hour, valid study days, number reports 	<ul style="list-style-type: none"> • Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT • Traffic identify, TGSN, end points, description, busy hour, valid study days, number reports
Retail Analog/Benchmark:	
CLEC Trunk Blockage/BST Blockage See Appendix D	

Revision Date: 03/15/00 (tm)

BellSouth
Service Quality Measurements Plan

COLLOCATION

Report/Measurement:
C-1. Average Response Time
Definition:
Measures the average time (counted in business days) from the receipt of a complete and accurate collocation application (including receipt of application fees) to the date BellSouth responds in writing.
Exclusions:
<ul style="list-style-type: none"> Any application cancelled by the CLEC
Business Rules:
The clock starts on the date that BST receives a complete and accurate collocation application accompanied by the appropriate application fee. The clock stops on the date that BST returns a response. The clock will restart upon receipt of changes to the original application request.
Calculation:
Average Response Time = $\Sigma[(\text{Request Response Date}) - (\text{Request Submission Date})] / \text{Count of Responses Returned within Reporting Period.}$
Report Structure:
<ul style="list-style-type: none"> Individual CLEC (alias) aggregate Aggregate of all CLECs
Level of Disaggregation:
<ul style="list-style-type: none"> State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA) Virtual Physical Caged/Cageless (under development)
Data Retained
<ul style="list-style-type: none"> Report period Aggregate data
Retail Analog/Benchmark:
See Appendix D

Revision Date: 05/10/00 (tg)

BellSouth
Service Quality Measurements Plan

COLLOCATION

Report/Measurement:
C-2. Average Arrangement Time
Definition:
Measures the average time from the receipt of a complete and accurate Bone Fide firm order (including receipt of appropriate fee) to the date BST completes the collocation arrangement and notifies the CLEC.
Exclusions:
<ul style="list-style-type: none"> Any Bona Fide firm order cancelled by the CLEC Time for BST to obtain permits Time during which the collocation contract is being negotiated
Business Rules:
The clock starts on the date that BST receives a complete and accurate Bone Fide firm order accompanied by the appropriate fee. The clock stops upon submission of the permit request and restarts upon receipt of the approved permit. Changes (affecting the provisioning interval or capital expenditures) that are submitted while provisioning is in progress may alter the completion date. The clock stops on the date that BST completes the collocation arrangement and notifies the customer.
Calculation:
Average Arrangement Time = $\Sigma[(\text{Date Collocation Arrangement is Complete}) - (\text{Date Order for Collocation Arrangement Submitted})] / \text{Total Number of Collocation Arrangements Completed during Reporting Period.}$
Report Structure:
<ul style="list-style-type: none"> Individual CLEC (alias) aggregate Aggregate of all CLECs
Level of Disaggregation:
<ul style="list-style-type: none"> State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA) Virtual Physical Cage/Cageless (under development)
Data Retained
<ul style="list-style-type: none"> Report period Aggregate data
Retail Analog/Benchmark:
See Appendix D

Revision Date: 05/10/00 (tg)

BellSouth
Service Quality Measurements Plan

COLLOCATION

Report/Measurement:
C-3. Percent of Due Dates Missed
Definition:
Measures the percent of missed due dates for collocation arrangements.
Exclusions:
<ul style="list-style-type: none"> Any Bona Fide firm order cancelled by the CLEC Time for BST to obtain permits Time during which the collocation contract is being negotiated
Business Rules:
Percent Due Dates Missed is the percent of total collocation arrangements which BST is unable to complete by end of the ILEC committed due date. The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The arrangement is considered a missed due date if it is not completed on or before the committed due date.
Calculation:
$\% \text{ of Due Dates Missed} = \frac{\Sigma (\text{Number of Orders not completed w/I ILEC Committed Due Date during Reporting Period})}{\text{Number of Orders Completed in Reporting Period}} \times 100$
Report Structure:
<ul style="list-style-type: none"> Individual CLEC (alias) aggregate Aggregate of all CLECs
Level of Disaggregation:
<ul style="list-style-type: none"> State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA) Virtual Physical Cage/Cageless (under development)
Data Retained
<ul style="list-style-type: none"> Report period Aggregate data
Retail Analog/Benchmark:
See Appendix D
< 10% Missed Due Dates

Revision Date: 05/10/00 (tg)

BellSouth
Service Quality Measurements Plan

Appendix A: Reporting Scope*

<p>Standard Service Groupings</p>	<p style="text-align: right;"><u>Pre-Order, Ordering</u></p> <ul style="list-style-type: none"> ➤ Residence Resale ➤ Business Resale ➤ Special ➤ Local Interconnection Trunks ➤ UNE ➤ UNE Design ➤ UNE - Loops w/LNP <p style="text-align: right;"><u>Provisioning</u></p> <p><u>Resale and Retail</u></p> <ul style="list-style-type: none"> ➤ Pots – Residence ➤ Pots – Business ➤ Design ➤ PBX (Louisiana SQM) ➤ CENTREX (Louisiana SQM) ➤ ISDN (Louisiana SQM) (Note: ISDN included in POTS for Georgia Only) <p><u>Unbundled Network Elements</u></p> <ul style="list-style-type: none"> ➤ UNE Design ➤ UNE Non-Design ➤ UNE 2 Wire Loop (Louisiana SQM) ➤ UNE Loop Other (Louisiana SQM) ➤ Unbundled Ports (Louisiana SQM) ➤ Combos, Switching, Local Transport, DSL (under development) <p style="text-align: right;"><u>Maintenance and Repair</u></p> <p><u>Resale / Retail</u></p> <ul style="list-style-type: none"> ➤ Pots – Residence ➤ Pots – Business ➤ Design ➤ PBX (Louisiana SQM) ➤ CENTREX (Louisiana SQM) ➤ ISDN (Louisiana SQM) (Note: ISDN Trouble included in Non-Design for Georgia Only) <p><u>Unbundled Network Elements</u></p> <ul style="list-style-type: none"> ➤ UNE Design (Georgia and Regional SQM) ➤ UNE Non-Design (Georgia and Regional SQM) ➤ UNE 2 Wire Loop (Louisiana SQM) ➤ UNE Loop Other (Louisiana SQM) ➤ Unbundled Ports (Louisiana SQM) ➤ UNE Other Non-Design ➤ Combos, Switching, Local Transport, DSL (under development)

BellSouth Service Quality Measurements Plan

Appendix A: Reporting Scope*

Standard Service Groupings	<p align="center"><u>Maintenance and Repair/Provisioning</u></p> <p><u>Trunks</u></p> <ul style="list-style-type: none"> ➤ Local Interconnection Trunks <p><u>Geographic Scope</u></p> <ul style="list-style-type: none"> ➤ State, Region and further geographic disaggregation as required by State Commission Order (e.g., Metropolitan Service Area – MSA) <p align="center"><u>Local Interconnection Trunk Group Blockage</u></p> <ul style="list-style-type: none"> ➤ BST CTTG Trunk Groups ➤ CLEC Trunk Groups
Standard Service Order Activities	<ul style="list-style-type: none"> ➤ New Service Installations ➤ Service Migrations Without Changes ➤ Service Migrations With Changes ➤ Move and Change Activities ➤ Service Disconnects (Unless noted otherwise)
<i>These are the generic BST/CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document. It is not meant to indicate specific reporting categories.</i>	
Pre-Ordering Query Types:	<ul style="list-style-type: none"> ➤ Address ➤ Telephone Number ➤ Appointment Scheduling ➤ Customer Service Record ➤ Feature Availability
Maintenance Query Types:	<p>TAFI - *Note TAFI Access the system list below:</p> <ul style="list-style-type: none"> ➤ CRIS ➤ DLR ➤ LMOSupd ➤ March ➤ Predictor ➤ Oleth ➤ LMOS ➤ LNP ➤ NIW ➤ OSPCM ➤ SOCS
Report Levels	<ul style="list-style-type: none"> ➤ CLEC RESH ➤ CLEC MSA ➤ CLEC State ➤ CLEC Region ➤ Aggregate CLEC State ➤ Aggregate CLEC Region ➤ BST MSA ➤ BST State ➤ BST Region

* Scope is report, data source and system dependent, and, therefore, will differ with each report.

BellSouth
Service Quality Measurements Plan

Appendix B: Glossary of Acronyms and Terms

A	ACD	Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.
	AGGREGATE	Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.
	ALEC	Alternative Local Exchange Company = FL CLEC
	ASR	Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.
	ATLAS	Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.
	ATLASTN	ATLAS software contract for Telephone Number
B	AUTO CLARIFICATION	The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction.
	BILLING	The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.
	BOCRIS	Business Office Customer Record Information System - A front-end presentation manager used by BellSouth organizations to access the CRIS database.
	BRC	Business Repair Center - The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers.
C	BST	BellSouth Telecommunications, Inc.
	CKTID	A unique identifier for elements combined in a service configuration
	CLEC	Competitive Local Exchange Carrier
	CLP	Competitive Local Provider = NC CLEC
	CMDS	Centralized Message Distribution System - BellCore administered national system used to transfer specially formatted messages among companies.
C	COFFI	Central Office Feature File Interface - A BellSouth Operations System database which maintains Universal Service Order Code (USOC) information based on current tariffs.

BellSouth
Service Quality Measurements Plan

Appendix B: Glossary of Acronyms and Terms – Continued

C	COFIUSOC	COFFI software contract for feature/service information
	CRIS	Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.
	CRSACCTS	CRIS software contract for CSR information
	CSR	Customer Service Record
	CTTG	Common Transport Trunk Group - Final trunk groups between BST & Independent end offices and the BST access tandems.
D	DESIGN	Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities
	DISPOSITION & CAUSE	Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.
	DLETH	Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS
	DLR	Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.
	DOE	Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.
	DSAP	DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and UNEs.
	DSAPDDI	DSAP software contract for schedule information
	DSL	Digital Subscriber Line
E	E911	Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.
	EDI	Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra company business documents in a public standard format.
F	FATAL REJECT	The number of LSRs that were electronically rejected from LEO, which checks to see if the LSR has all the required fields correctly populated
	FLOW-THROUGH	In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the BST OSS without manual or human intervention.
	FOC	Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.

BellSouth
Service Quality Measurements Plan

Appendix B: Glossary of Acronyms and Terms - Continued

G		
H	HAL	"Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.
	HALCRIS	HAL software contract for CSR information
I	ISDN	Integrated Services Digital Network
	IPC	Interconnection Purchasing Center
K		
L	LCSC	Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations.
	LEGACY SYSTEM	Term used to refer to BellSouth Operations Support Systems (see OSS)
	LENS	Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.
	LEO	Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.
	LESOG	Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.
	LMOS	Loop Maintenance Operations System - A BellSouth Operations System that stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities.
	LMOS HOST	LMOS host computer
	LMOSupd	LMOS updates
	LNP	Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.
	LOOPS	Transmission paths from the central office to the customer premises.
	LSR	Local Service Request - A request for local resale service or unbundled network elements from a CLEC.
M	MAINTENANCE & REPAIR	The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.
	MARCH	A BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.

BellSouth
Service Quality Measurements Plan

Appendix B: Glossary of Acronyms and Terms – Continued

N	NC	"No Circuits" - All circuits busy announcement
O	OASIS	Obtain Availability Services Information System - A BellSouth front-end processor, which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.
	OASISBSN	OASIS software contract for feature/service
	OASISCAR	OASIS software contract for feature/service
	OASISLPC	OASIS software contract for feature/service
	OASISMTN	OASIS software contract for feature/service
	OASISNET	OASIS software contract for feature/service
O	OASISOCP	OASIS software contract for feature/service
	ORDERING	The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.
	OSPCM	Outside Plant Contract Management System - Provides Scheduling Information.
	OSS	Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.
	OUT OF SERVICE	Customer has no dial tone and cannot call out.
P	POTS	Plain Old Telephone Service
	PREDICTOR	The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.
	PREORDERING	The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.
	PROVISIONING	The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.
	PSIMS	Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.
	PSIMSORB	PSIMS software contract for feature/service

BellSouth
Service Quality Measurements Plan

Appendix B: Glossary of Acronyms and Terms – Continued

Q		
R	RNS	Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.
	RRC	Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.
	RSAG	Regional Street Address Guide - The BellSouth database, which contains street addresses validated to be accurate with state and local governments.
		RSAG software contract for address search
	RSAGADDR	RSAG software contract for telephone number search
	RSAGTN	
S	SOCS	Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process.
	SOIR	Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911.
T	TAFI	Trouble Analysis Facilitation Interface - The BellSouth Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports.
	TAG	Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of information between BellSouth's OSSs and participating CLECs.
	TN	Telephone Number
	TOTAL MANUAL FALLOUT	The number of LSRs which are entered electronically but require manual entering into a service order generator.
U	UNE	Unbundled Network Element
V	VSEEM	Voluntary Self Effectuating Enforcement Mechanism
W	WTN	A unique identifier for elements combined in a service configuration
X		
Y		
Z		
Σ		Sum of:

BellSouth
Service Quality Measurements Plan

Appendix C

BELLSOUTH'S AUDIT POLICY:

BellSouth currently provides many CLECs with certain audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit of the SQM for every CLEC with which it has a contract. BellSouth has developed a proposed Audit Plan for use by the parties to an audit. If requested by a Public Service Commission or by a CLEC exercising contractual audit rights, BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLEC(s) for each of the next five (5) years (2000 – 2005), to be conducted by an independent third party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

1. The cost shall be borne 50% by BellSouth and 50% by the CLEC or CLECs.
2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).
3. BellSouth, the PSC and the CLEC(s) shall jointly determine the scope of the audit.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

BellSouth
Service Quality Measurements Plan

APPENDIX D
Analogs and Benchmarks

BST SQM Category	Measures and Sub-Metrics	Resale Retail Analogue	UNEs	Benchmark*
<u>Pre-Ordering</u>	<u>Percent Response Received within "X" seconds</u>		Parity w/ retail where applicable	
	<u>OSS Interface Availability</u>			99.5%
<u>Ordering</u>	<u>Percent Flow-Through Service Request</u> ♦ Residence ♦ Business ♦ UNE			90% 80% 80%
	<u>Percent Rejected Service Request</u>	Diagnostic		Diagnostic
	Reject Interval (Mechanized)			95% within 1 hrs.
	♦ Reject Interval (Non-Mechanized and Partially Mechanized)			85% < 48 hrs.
	Firm Order Confirmation Timeliness (Mechanized)			95% within 4 hrs.
	(Non-Mechanized & Partially Mechanized)			85% < 48 hrs.
	<u>Speed of Answer in Ordering Center</u>	X	X	
<u>Provisioning</u>	<u>Mean Held Order Interval</u>			
	♦ Resale Residence	X		
	♦ Resale Business	X		
	♦ Resale Design	X		
	♦ Resale PBX	X		
	♦ Resale Centrex	X		
	♦ Resale ISDN	X		
	♦ UNE Design		Retail Design	
	♦ UNE Non Design		Retail Residence and Business	
	♦ UNE Loop and Port Combos		Retail Residence and Business	
	♦ UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	♦ UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	♦ UNE Loop Other with NP Non-Design		Retail Residence and Business	
	♦ UNE Loop Other without NP Non-Design		Retail Residence and Business	

BellSouth
Service Quality Measurements Plan

APPENDIX D
Analog and Benchmarks

BST SQM Category	Measures and Sub-Metrics	Resale Retail Analogue	UNEs Retail Analogue	Benchmark*
<u>Provisioning</u>	♦ UNE Other Non-Design		Retail Residence and Business	
	♦ UNE 2w Loop with NP - Design		Retail Residence and Business	
	♦ UNE 2w Loop without NP - Design		Retail Residence and Business	
	♦ UNE Loop Other with NP – Design		Retail Design	
	♦ UNE Loop Other without NP – Design		Retail Design	
	♦ UNE Other Design		Retail Design	
	♦ Local Interconnection Trunks	X		
	<u>Average Jeopardy Notice Interval (Mechanized)</u>			
	♦ Resale Residence			95% > = 24 hrs.
	♦ Resale Business			95% > = 24 hrs.
	♦ Resale Design			95% > = 24 hrs.
	♦ Resale PBX			95% > = 24 hrs.
	♦ Resale Centrex			95% > = 24 hrs.
	♦ Resale ISDN			95% > = 24 hrs.
	♦ UNE Design			95% > = 24 hrs.
	♦ UNE Non-Design			95% > = 24 hrs.
	♦ UNE Loop and Port Combos			95% > = 24 hrs.
	♦ UNE 2w Loop with NP – Non-Design			95% > = 24 hrs.
	♦ UNE 2w Loop without NP – Non-Design			95% > = 24 hrs.
	♦ UNE Loop Other with NP Non-Design			95% > = 24 hrs.
	♦ UNE Loop Other without NP Non-Design			95% > = 24 hrs.
	♦ UNE Other Non-Design			95% > = 24 hrs.
	♦ UNE 2w Loop with NP – Design			95% > = 24 hrs.
	♦ UNE 2w Loop without NP – Design			95% > = 24 hrs.
	♦ UNE Loop Other with NP – Design			95% > = 24 hrs.
	♦ UNE Loop Other without NP – Design			95% > = 24 hrs.
	♦ UNE Other Design			95% > = 24 hrs.
	♦ Local Interconnection Trunks			95% > = 24 hrs.

BellSouth
Service Quality Measurements Plan

APPENDIX D
Analogs and Benchmarks

BST SQM Category	Measures and Sub-Metrics	Resale Retail Analogue	UNE's Retail Analogue	Benchmark*
<u>Provisioning</u>	<u>% of Orders given jeopardy notice (Mechanized)</u>			
	♦ Resale Residence	X		
	♦ Resale Business	X		
	♦ Resale Design	X		
	♦ Resale PBX	X		
	♦ Resale Centrex	X		
	♦ Resale ISDN	X		
	♦ UNE Loop and Port Combos		Retail Residence and Business	
	♦ UNE Design		Retail Design	
	♦ UNE Non-Design		Retail Residence and Business	
	♦ UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	♦ UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	♦ UNE Loop Other with NP Non-Design		Retail Residence and Business	
	♦ UNE Loop Other without NP Non-Design		Retail Residence and Business	
	♦ UNE Other Non-Design		Retail Residence and Business	
	♦ UNE 2w Loop with NP - Design		Retail Residence and Business	
	♦ UNE 2w Loop without NP - Design		Retail Residence and Business	
	♦ UNE Loop Other with NP - Design		Retail Design	
	♦ UNE Loop Other without NP - Design		Retail Design	
	♦ UNE Other Design	X		
	♦ Interconnection Trunks			
	<u>Percent Missed Installation Appointments</u>			
	♦ Resale Residence	X		
	♦ Resale Business	X		
	♦ Resale Design	X		
	♦ Resale PBX	X		
	♦ Resale Centrex	X		
	♦ Resale ISDN	X		
	♦ UNE Loop and Port Combos		Retail Residence and Business	

BellSouth
Service Quality Measurements Plan

APPENDIX D
Analog and Benchmarks

BST SQM Category	Measures and Sub-Metrics	Resale Retail Analogue	UNE's	Benchmark*
<u>Provisioning</u>	♦ UNE Design		Retail Design	
	♦ UNE Non-Design		Retail Residence and Business	
	♦ UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	♦ UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	♦ UNE Loop Other with NP Non-Design		Retail Residence and Business	
	♦ UNE Loop Other without NP Non-Design		Retail Residence and Business	
	♦ UNE Other Non-Design		Retail Residence and Business	
	♦ UNE 2w Loop with NP – Design		Retail Residence and Business	
	♦ UNE 2w Loop without NP - Design		Retail Residence and Business	
	♦ UNE Loop Other with NP Non-Design		Retail Design	
	♦ UNE Loop Other without NP Non-Design		Retail Design	
	♦ UNE Other Design		Retail Design	
	♦ Local Interconnection Trunks	X		
	<u>Order Completion Interval</u>			
	♦ Resale Residence	X		
	♦ Resale Business	X		
	♦ Resale Design	X		
	♦ Resale PBX	X		
	♦ Resale Centrex	X		
	♦ Resale ISDN	X		
	♦ UNE Loop and Port Combos		Retail Residence and Business	
	♦ UNE Design		Retail Design	
	♦ UNE Non-Design		Retail Residence and Business	
	♦ UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	♦ UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	♦ UNE Loop Other with NP Non-Design		Retail Residence and Business	
	♦ UNE Loop Other without NP Non-Design		Retail Residence and Business	
	♦ UNE Other Non-Design		Retail Residence and Business	

BellSouth
Service Quality Measurements Plan

APPENDIX D
Analogs and Benchmarks

BST SQM Category	Measures and Sub-Metrics	<u>Resale</u> <u>Retail</u> <u>Analogue</u>	<u>UNE</u> <u>Retail Analogue</u>	Benchmark*
<u>Provisioning</u>	♦ UNE 2w Loop with NP - Design		Retail Residence and Business	
	♦ UNE 2w Loop without NP - Design		Retail Residence and Business	
	♦ UNE Loop Other with NP - Design		Retail Design	
	♦ UNE Loop Other without NP - Design		Retail Design	
	♦ UNE Other Design		Retail Design	
	♦ Local Interconnection Trunks	X		
	<u>Average Completion Notice Interval – Resale POTS (Mech)</u>			
	♦ Resale Residence	X		
	♦ Resale Business	X		
	♦ Resale Design	X		
	♦ Resale PBX	X		
	♦ Resale Centrex	X		
	♦ Resale ISDN	X		
	♦ UNE Loop and Port Combos		Retail Residence and Business	
	♦ UNE Design		Retail Design	
	♦ UNE Non-Design		Retail Residence and Business	
	♦ UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	♦ UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	♦ UNE Loop Other with NP Non-Design		Retail Residence and Business	
	♦ UNE Loop Other without NP Non-Design		Retail Residence and Business	
	♦ UNE Other Non-Design		Retail Residence and Business	
	♦ UNE 2w Loop with NP - Design		Retail Residence and Business	
	♦ UNE 2w Loop without NP - Design		Retail Residence and Business	
	♦ UNE Loop Other with NP - Design		Retail Design	
	♦ UNE Loop Other without NP - Design		Retail Design	
	♦ UNE Other Design		Retail Design	
	♦ Local Interconnection Trunks	X		

BellSouth
Service Quality Measurements Plan

APPENDIX D
Analogs and Benchmarks

BST SQM Category	Measures and Sub-Metrics	Resale Retail Analogue	UNEs	Benchmark*
<u>Provisioning</u>	<u>Percent Provisioning Troubles within 30 Days</u>			
	♦ Resale Residence	X		
	♦ Resale Business	X		
	♦ Resale Design	X		
	♦ Resale PBX	X		
	♦ Resale Centrex	X		
	♦ Resale ISDN	X		
	♦ UNE Loop and Port Combos		Retail Residence and Business	
	♦ UNE Design		Retail Design	
	♦ UNE Non-Design		Retail Residence and Business	
	♦ UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	♦ UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	♦ UNE Loop Other with NP Non-Design		Retail Residence and Business	
	♦ UNE Loop Other without NP Non-Design		Retail Residence and Business	
	♦ UNE Other Non-Design		Retail Residence and Business	
	♦ UNE 2w Loop with NP - Design		Retail Residence and Business	
	♦ UNE 2w Loop without NP - Design		Retail Residence and Business	
	♦ UNE Loop Other with NP - Design		Retail Design	
	♦ UNE Loop Other without NP - Design		Retail Design	
	♦ UNE Other Design		Retail Design	
	♦ Local Interconnection Trunks	X		
	<u>Total Service Order Cycle Time</u>	Diagnostic	Diagnostic	Diagnostic
<u>Maintenance</u>				
	♦ Resale Residence	X		
	♦ Resale Business	X		
	♦ Resale Design	X		
	♦ Resale PBX	X		
	♦ Resale Centrex	X		
	♦ Resale ISDN	X		

BellSouth
Service Quality Measurements Plan

APPENDIX D
Analog and Benchmarks

BST SQM Category	Measures and Sub-Metrics	Resale Retail Analogue	UNE's	Benchmark*
<u>Maintenance</u>	♦ UNE Design		Retail Design	
	♦ UNE Non-Design		Retail Residence and Business	
	♦ UNE Loop and Port Combos		Retail Residence and Business	
	♦ UNE 2w Loop with NP – Non-Design		Retail Residence and Business	
	♦ UNE 2w Loop without NP – Non-Design		Retail Residence and Business	
	♦ UNE Loop Other with NP Non-Design		Retail Residence and Business	
	♦ UNE Loop Other without NP Non-Design		Retail Residence and Business	
	♦ UNE Other Non-Design		Retail Residence and Business	
	♦ UNE 2w Loop with NP - Design		Retail Residence and Business	
	♦ UNE 2w Loop without NP - Design		Retail Residence and Business	
	♦ UNE Loop Other with NP - Design		Retail Design	
	♦ UNE Loop Other without NP - Design		Retail Design	
	♦ UNE Other Design	X	Retail Design	
	♦ Local Interconnection Trunks			
	<u>Total Service Order Cycle Time</u>	Diagnostic	Diagnostic	Diagnostic
	♦ Resale Residence	X		
	♦ Resale Business	X		
	♦ Resale Design	X		
	♦ Resale PBX	X		
	♦ Resale Centrex	X		
	♦ Resale ISDN	X		
	♦ UNE Design		Retail Design	
	♦ UNE Non-Design		Retail Residence and Business	
	♦ UNE Loop and Port Combos		Retail Residence and Business	
	♦ UNE 2w Loop – Non-Design		Retail Residence and Business	
	♦ UNE Loop Other - Non-Design		Retail Residence and Business	
	♦ UNE Other Non-Design		Retail Residence and Business	
	♦ UNE 2w Loop - Design		Retail Residence and Business	

BellSouth
Service Quality Measurements Plan

APPENDIX D
Analogs and Benchmarks

BST SQM Category	Measures and Sub-Metrics	Resale Retail Analogue	UNE's	Benchmark*
	♦ UNE Loop Other - Design		Retail Design	
	♦ UNE Other Design		Retail Design	
	♦ Local Interconnection Trunks	X		
<u>Maintenance</u>	<u>Percent Missed Repair Appointments</u>			
	♦ Resale Residence	X		
	♦ Resale Business	X		
	♦ Resale Design	X		
	♦ Resale PBX	X		
	♦ Resale Centrex	X		
	♦ Resale ISDN	X		
	♦ UNE Design		Retail Design	
	♦ UNE Non-Design		Retail Residence and Business	
	♦ UNE Loop and Port Combos		Retail Residence and Business	
	♦ UNE 2w Loop – Non-Design		Retail Residence and Business	
	♦ UNE Loop Other - Non-Design		Retail Residence and Business	
	♦ UNE Other Non-Design		Retail Residence and Business	
	♦ UNE 2w Loop - Design		Retail Residence and Business	
	♦ UNE Loop Other - Design		Retail Design	
	♦ UNE Other Design		Retail Design	
	♦ Local Interconnection Trunks	X		
	<u>Maintenance Average Duration</u>			
	♦ Resale Residence	X		
	♦ Resale Business	X		
	♦ Resale Design	X		
	♦ Resale PBX	X		
	♦ Resale Centrex	X		
	♦ Resale ISDN	X		
	♦ UNE Design		Retail Design	

BellSouth
Service Quality Measurements Plan

APPENDIX D
Analog and Benchmarks

BST SQM Category	Measures and Sub-Metrics	<u>Resale</u> <u>Retail</u> <u>Analogue</u>	<u>UNE</u> <u>Retail Analogue</u>	Benchmark*
	♦ UNE Non-Design		Retail Residence and Business	
	♦ UNE Loop and Port Combos		Retail Residence and Business	
	♦ UNE 2w Loop – Non-Design		Retail Residence and Business	
	♦ UNE Loop Other - Non-Design		Retail Residence and Business	
	♦ UNE Other Non-Design		Retail Residence and Business	
	♦ UNE 2w Loop - Design		Retail Residence and Business	
	♦ UNE Loop Other - Design		Retail Design	
	♦ UNE Other Design		Retail Design	
	♦ Local Interconnection Trunks	X		
	<u>Percent Repeat Troubles within 30 Days</u>			
	♦ Resale Residence	X		
	♦ Resale Business	X		
	♦ Resale Design	X		
	♦ Resale PBX	X		
	♦ Resale Centrex	X		
	♦ Resale ISDN	X		
	♦ UNE Design		Retail Design	
	♦ UNE Non-Design		Retail Residence and Business	
	♦ UNE Loop and Port Combos		Retail Residence and Business	
	♦ UNE 2w Loop – Non-Design		Retail Residence and Business	
	♦ UNE Loop Other - Non-Design		Retail Residence and Business	
	♦ UNE Other Non-Design		Retail Residence and Business	
	♦ UNE 2w Loop - Design		Retail Residence and Business	
	♦ UNE Loop Other - Design		Retail Design	
	♦ UNE Other Design		Retail Design	
	♦ Local Interconnection Trunks	X		
	<u>Out of Service > 24 hours</u>			
	♦ Resale Residence	X		

BellSouth
Service Quality Measurements Plan

APPENDIX D
Analog and Benchmarks

BST SQM Category	Measures and Sub-Metrics	Resale Retail Analogue	UNEs Retail Analogue	Benchmark*
	♦ Resale Business	X		
	♦ Resale Design	X		
	♦ Resale PBX	X		
	♦ Resale Centrex	X		
	♦ Resale ISDN	X		
	♦ UNE Design		Retail Design	
	♦ UNE Non-Design		Retail Residence and Business	
	♦ UNE Loop and Port Combos		Retail Residence and Business	
	♦ UNE 2w Loop - Non-Design		Retail Residence and Business	
	♦ UNE Loop Other - Non-Design		Retail Residence and Business	
	♦ UNE Other Non-Design		Retail Residence and Business	
	♦ UNE 2w Loop - Design		Retail Residence and Business	
	♦ UNE Loop Other - Design		Retail Design	
	♦ UNE Other Design		Retail Design	
	♦ Local Interconnection Trunks	X		
	OSS Interface Availability			
	♦ All systems except ECTA	X		
	♦ ECTA			99.5%
	OSS Response Interval and %			
	♦ TAFI (Front End)	X		
	♦ CRIS, DLETH, DLR, OSPCM, LMOS, LMOSUP, MARCH, Predictor, SOCS, LNP (Parity by Design)	PBD		
	Average Answer Time - Repair Center	X		
<u>Billing</u>	<u>Invoice Accuracy</u>			
	Mean Time To Deliver Invoices	X		
	Usage Data Delivery Accuracy	X		
	Usage Data Delivery Timeliness	X		
	Usage Data Delivery Completeness	X		

BellSouth
Service Quality Measurements Plan

APPENDIX D
Analog and Benchmarks

BST SQM Category	Measures and Sub-Metrics	Resale Retail Analogue	UNEs	Retail Analogue	Benchmark*
<u>Billing</u>	<u>Invoice Accuracy - continued</u>				
	Mean Time to Deliver Usage	X			
<u>Operator Services (Toll)</u>	Average Speed to Answer	PBD			
	% Answered in "X" Seconds	PBD			
<u>Directory Assistance</u>	Average Speed to Answer	PBD			
<u>E911</u>	Timeliness	PBD			
	Accuracy	PBD			
	Mean Interval	PBD			
<u>Trunk Group Performance (Blockage)</u>	Trunk Group Service Report (Percent Trunk Blockage) Any 2 hour period in 24 hours where CLEC blockage exceeds BST blockage by more than 0.5% = a miss using trunk groups 1,3,4,5,10,16 for CLECs and 9 for BST.	X			
	Trunk Group Service Report (Percent Trunk Blockage)	X			
<u>LNP</u>	Average Disconnect Timeliness Interval				95% ≤ 24 Hrs.
	Percent Missed Installation Appointments			Retail Residence and Business	
	FOC Mechanized				95% ≤ 4 Hrs.
	% Reject Service Request			Diagnostic	
	Average Reject Interval Mechanized				95% ≤ 1 Hrs.
	TSOCT			Diagnostic	
	% Flow Through				80%

BellSouth
Service Quality Measurements Plan

APPENDIX D
Analog and Benchmarks

BST SQM Category	Measures and Sub-Metrics	<u>Resale</u> Retail Analogue	<u>UNE</u> Retail Analogue	Benchmark*
<u>Customer Coordinated Conversions</u>	<u>Coordinated Customer Conversions – UNE Loop</u> Coordinated Customer Conversions – LNP			95% ≤ 15 mins. 95% ≤ 15 mins.
<u>Collocation +</u>	% of Due Dates Missed			< 10% Missed Due Dates
	Average Response Time (Business Days)			30 Days
+A contract with each CLEC required	<u>Average Arrangement Time</u> (Business Days) Ordinary Extraordinary			90 Days 130 Days

Note 1: PBD = Parity by Design. UD = Under Development – Benchmarks will be replaced when Analogs are complete.

Note 2: The retail analog for UNE Non-Design and UNE 2w Loops – Design is the average of Retail Residence Dispatch and Retail Business Dispatch transactions for the particular month. The retail analog for other UNE Design is Retail Design Dispatch.

Note 3: Analogs and Benchmarks will be re-evaluated periodically, at least once a year, to validate applicability.

DISAGREE

BELLSOUTH PROPOSAL: Strike Exhibit

SPRINT PROPOSAL: Leave Exhibit

Statistical Methods for BellSouth Performance Measure Analysis

I. Necessary Properties for a Test Methodology

The statistical process for testing if competing local exchange carriers (CLECs) customers are being treated equally with BellSouth (BST) customers involves more than just a mathematical formula. Three key elements need to be considered before an appropriate decision process can be developed. These are

- the type of data,
- the type of comparison, and
- the type of performance measure.

Once these elements are determined a test methodology should be developed that complies with the following properties.

- Like-to-Like Comparisons. When possible, data should be compared at appropriate levels, e.g. wire center, time of month, dispatched, residential, new orders. The testing process should:
 - Identify variables that may affect the performance measure.
 - Record these important confounding covariates.
 - Adjust for the observed covariates in order to remove potential biases and to make the CLEC and the ILEC units as comparable as possible.
- Aggregate Level Test Statistic. Each performance measure of interest should be summarized by one overall test statistic giving the decision maker a rule that determines whether a statistically significant difference exists. The test statistic should have the following properties.
 - The method should provide a single overall index, on a standard scale.
 - If entries in comparison cells are exactly proportional over a covariate, the aggregated index should be very nearly the same as if comparisons on the covariate had not been done.

- The contribution of each comparison cell should depend on the number of observations in the cell.
 - Cancellation between comparison cells should be limited.
 - The index should be a continuous function of the observations.
- Production Mode Process. The decision system must be developed so that it does not require intermediate manual intervention, i.e. the process must be a "black box."
 - Calculations are well defined for possible eventualities.
 - The decision process is an algorithm that needs no manual intervention.
 - Results should be arrived at in a timely manner.
 - The system must recognize that resources are needed for other performance measure-related processes that also must be run in a timely manner.
 - The system should be auditable, and adjustable over time.
- Balancing. The testing methodology should balance Type I and Type II Error probabilities.
 - $P(\text{Type I Error}) = P(\text{Type II Error})$ for well defined null and alternative hypotheses.
 - The formula for a test's balancing critical value should be simple enough to calculate using standard mathematical functions, i.e. one should avoid methods that require computationally intensive techniques.
 - Little to no information beyond the null hypothesis, the alternative hypothesis, and the number of observations should be required for calculating the balancing critical value.
- Trimming. Trimming of extreme observations from BellSouth and CLEC distributions is needed in order to ensure that a fair comparison is made between performance measures. Three conditions are needed to accomplish this goal. These are:
 - Trimming should be based on a general rule that can be used in a production setting.
 - Trimmed observations should not simply be discarded; they need to be examined and possibly used in the final decision making process.
 - Trimming should only be used on performance measures that are

sensitive to “outliers.”

Measurement Types

The performance measures that will undergo testing are of four types:

- 1) means
- 2) proportions,
- 3) rates, and
- 4) ratio

While all four have similar characteristics, proportions and rates are derived from count data while means and ratios are derived from interval measurements. Table 2 classifies the performance measures by the type of measurement.

II. Testing Methodology – The Truncated Z

Many covariates are chosen in order to provide deep comparison levels. In each comparison cell, a Z statistic is calculated. The form of the Z statistic may vary depending on the performance measure, but it should be distributed approximately as a standard normal, with mean zero and variance equal to one. Assuming that the test statistic is derived so that it is negative when the performance for the CLEC is worse than for the ILEC, a positive truncation is done – i.e. if the result is negative it is left alone, if the result is positive it is changed to zero. A weighted average of the truncated statistics is calculated where a cell weight depends on the volume of BST and CLEC orders in the cell. The weighted average is re-centered by the theoretical mean of a truncated distribution, and this is divided by the standard error of the weighted average. The standard error is computed assuming a fixed effects model.

Proportion Measures

For performance measures that are calculated as a proportion, in each adjustment cell, the truncated Z and the moments for the truncated Z can be calculated in a direct manner. In adjustment cells where proportions are not close to zero or one, and where the sample sizes are reasonably large, a normal approximation can be used. In this case, the moments for the truncated Z come directly from properties of the standard normal distribution. If the normal approximation is not appropriate, then the Z statistic is calculated from the hypergeometric distribution. In this case, the moments of the truncated Z are calculated exactly using the hypergeometric probabilities.

Rate Measures

The truncated Z methodology for rate measures has the same general structure for calculating the Z in each cell as proportion measures. For a rate measure, there are a fixed number of circuits or units for the CLEC, n_{2j} and a fixed number of units for BST, n_{1j} . Suppose that the performance measure is a “trouble rate.” The modeling

assumption is that the occurrence of a trouble is independent between units and the number of troubles in n circuits follows a Poisson distribution with mean λn where λ is the probability of a trouble in 1 circuit and n is the number of circuits.

In an adjustment cell, if the number of CLEC troubles is greater than 15 and the number of BST troubles is greater than 15, then the Z test is calculated using the normal approximation to the Poisson. In this case, the moments of the truncated Z come directly from properties of the standard normal distribution. Otherwise, if there are very few troubles, the number of CLEC troubles can be modeled using a binomial distribution with n equal to the total number of troubles (CLEC plus BST troubles.) In this case, the moments for the truncated Z are calculated explicitly using the binomial distribution.

Mean Measures

For mean measures, an adjusted t statistic is calculated for each like-to-like cell which has at least 7 BST and 7 CLEC transactions. A permutation test is used when one or both of the BST and CLEC sample sizes is less than 6. Both the adjusted t statistic and the permutation calculation are described in the technical appendix.

Ratio Measures

Rules will be given for computing a cell test statistic for a ratio measure, however, the current plan for measures in this category, namely billing accuracy, does not call for the use of a Z parity statistic.

DISAGREE

BELLSOUTH PROPOSAL:
Strike Exhibit

SPRINT PROPOSAL:
Leave Exhibit

TECHNICAL DESCRIPTION

We start by assuming that any necessary trimming¹ of the data is complete, and that the data are disaggregated so that comparisons are made within appropriate classes or adjustment cells that define “like” observations.

Notation and Exact Testing Distributions

Below, we have detailed the basic notation for the construction of the truncated z statistic. In what follows the word “cell” should be taken to mean a like-to-like comparison cell that has both one (or more) ILEC observation and one (or more) CLEC observation.

- L = the total number of occupied cells
 - j = $1, \dots, L$; an index for the cells
 - n_{1j} = the number of ILEC transactions in cell j
 - n_{2j} = the number of CLEC transactions in cell j
 - n_j = the total number transactions in cell j ; $n_{1j} + n_{2j}$
 - X_{1jk} = individual ILEC transactions in cell j ; $k = 1, \dots, n_{1j}$
 - X_{2jk} = individual CLEC transactions in cell j ; $k = 1, \dots, n_{2j}$
 - Y_{jk} = individual transaction (both ILEC and CLEC) in cell j
- $$= \begin{cases} X_{1jk} & k = 1, \dots, n_{1j} \\ X_{2jk} & k = n_{1j} + 1, \dots, n_j \end{cases}$$

$\Phi^{-1}(\cdot)$ = the inverse of the cumulative standard normal distribution function

For Mean Performance Measures the following additional notation is needed.

- \bar{X}_{1j} = the ILEC sample mean of cell j
- \bar{X}_{2j} = the CLEC sample mean of cell j
- s_{1j}^2 = the ILEC sample variance in cell j
- s_{2j}^2 = the CLEC sample variance in cell j

¹ When it is determined that a measure should be trimmed, a trimming rule that is easy to implement in a production setting is:

Trim the ILEC observations to the largest CLEC value from all CLEC observations in the month under consideration.

That is, no CLEC values are removed; all ILEC observations greater than the largest CLEC observation are trimmed.

$\{y_{jk}\} =$ a random sample of size n_{2j} from the set of Y_{j1}, \dots, Y_{jn_j} ; $k = 1, \dots, n_{2j}$

$M_j =$ the total number of distinct pairs of samples of size n_{1j} and n_{2j} ;

$$= \binom{n_j}{n_{1j}}$$

The exact parity test is the permutation test based on the "modified Z" statistic. For large samples, we can avoid permutation calculations since this statistic will be normal (or Student's t) to a good approximation. For small samples, where we cannot avoid permutation calculations, we have found that the difference between "modified Z" and the textbook "pooled Z" is negligible. We therefore propose to use the permutation test based on pooled Z for small samples. This decision speeds up the permutation computations considerably, because for each permutation we need only compute the sum of the CLEC sample values, and not the pooled statistic itself.

A permutation probability mass function distribution for cell j, based on the "pooled Z" can be written as

$$PM(t) = P(\sum_k y_{jk} = t) = \frac{\text{the number of samples that sum to } t}{M_j},$$

and the corresponding cumulative permutation distribution is

$$CPM(t) = P(\sum_k y_{jk} \leq t) = \frac{\text{the number of samples with sum } \leq t}{M_j}.$$

For Proportion Performance Measures the following notation is defined

$a_{1j} =$ the number of ILEC cases possessing an attribute of interest in cell j

$a_{2j} =$ the number of CLEC cases possessing an attribute of interest in cell j

$a_j =$ the number of cases possessing an attribute of interest in cell j; $a_{1j} + a_{2j}$

The exact distribution for a parity test is the hypergeometric distribution. The hypergeometric probability mass function distribution for cell j is

$$HG(h) = P(H = h) = \begin{cases} \frac{\binom{n_{1j}}{h} \binom{n_{2j}}{a_j - h}}{\binom{n_j}{a_j}}, & \max(0, a_j - n_{2j}) \leq h \leq \min(a_j, n_{1j}) \\ 0 & \text{otherwise} \end{cases},$$

and the cumulative hypergeometric distribution is

$$CHG(x) = P(H \leq x) = \begin{cases} 0 & x < \max(0, a_j - n_{2j}) \\ \sum_{h=\max(0, a_j - n_{2j})}^x HG(h), & \max(0, a_j - n_{2j}) \leq x \leq \min(a_j, n_{1j}) \\ 1 & x > \min(a_j, n_{1j}) \end{cases}.$$

For Rate Measures, the notation needed is defined as

- b_{1j} = the number of ILEC base elements in cell j
- b_{2j} = the number of CLEC base elements in cell j
- b_j = the total number of base elements in cell j ; $b_{1j} + b_{2j}$
- \hat{r}_{1j} = the ILEC sample rate of cell j ; n_{1j}/b_{1j}
- \hat{r}_{2j} = the CLEC sample rate of cell j ; n_{2j}/b_{2j}
- q_j = the relative proportion of ILEC elements for cell j ; b_{1j}/b_j

The exact distribution for a parity test is the binomial distribution. The binomial probability mass function distribution for cell j is

$$BN(k) = P(B = k) = \begin{cases} \binom{n_j}{k} q_j^k (1 - q_j)^{n_j - k}, & 0 \leq k \leq n_j \\ 0 & \text{otherwise} \end{cases},$$

and the cumulative binomial distribution is

$$CBN(x) = P(B \leq x) = \begin{cases} 0 & x < 0 \\ \sum_{k=0}^x BN(k), & 0 \leq x \leq n_j \\ 1 & x > n_j \end{cases}.$$

For Ratio Performance Measures the following additional notation is needed.

- U_{1jk} = additional quantity of interest of an individual ILEC transaction in cell j ; $k = 1, \dots, n_{1j}$
- U_{2jk} = additional quantity of interest of an individual CLEC transaction in cell j ; $k = 1, \dots, n_{2j}$
- \hat{R}_{ij} = the ILEC ($i = 1$) or CLEC ($i = 2$) ratio of the total additional quantity of interest to the base transaction total in cell j , i.e., $\frac{\sum_k U_{ijk}}{\sum_k X_{ijk}}$

Calculating the Truncated Z

The general methodology for calculating an aggregate level test statistic is outlined below.

1. **Calculate cell weights, W_j .** A weight based on the number of transactions is used so that a cell which has a larger number of transactions has a larger weight. The actual weight formulae will depend on the type of measure.

Mean or Ratio Measure

$$W_j = \sqrt{\frac{n_{1j} \cdot n_{2j}}{n_j}}$$

Proportion Measure

$$W_j = \sqrt{\frac{n_{2j} \cdot n_{1j}}{n_j} \cdot \frac{a_j}{n_j} \cdot \left(1 - \frac{a_j}{n_j}\right)}$$

Rate Measure

$$W_j = \sqrt{\frac{b_{1j} \cdot b_{2j}}{b_j} \cdot \frac{n_j}{b_j}}$$

2. **In each cell, calculate a Z value, Z_j .** A Z statistic with mean 0 and variance 1 is needed for each cell.
 - If $W_j = 0$, set $Z_j = 0$.
 - Otherwise, the actual Z statistic calculation depends on the type of performance measure.

Mean Measure

$$Z_j = \Phi^{-1}(\alpha)$$

where α is determine by the following algorithm.

If $\min(n_{1j}, n_{2j}) > 6$, then determine α as

$$\alpha = P(t_{n_{1j}-1} \leq T_j),$$

that is, α is the probability that a t random variable with $n_{1j} - 1$ degrees of freedom, is less than

$$T_j = \begin{cases} t_j + \frac{g}{6} \left(\frac{n_{1j} + 2n_{2j}}{\sqrt{n_{1j} n_{2j} (n_{1j} + n_{2j})}} \right) \left(t_j^2 + \frac{n_{2j} - n_{1j}}{2n_{1j} + n_{2j}} \right) & t_j \geq t_{\min j} \\ t_j + \frac{g}{6} \left(\frac{n_{1j} + 2n_{2j}}{\sqrt{n_{1j} n_{2j} (n_{1j} + n_{2j})}} \right) \left(t_{\min j}^2 + \frac{n_{2j} - n_{1j}}{2n_{1j} + n_{2j}} \right) & \text{otherwise} \end{cases},$$

where

$$t_j = \frac{\bar{X}_{1j} - \bar{X}_{2j}}{s_{1j} \sqrt{\frac{1}{n_{1j}} + \frac{1}{n_{2j}}}},$$

$$t_{\min j} = \frac{-3\sqrt{n_{1j}n_{2j}n_j}}{g(n_{1j} + 2n_{2j})}$$

and g is the median value of all the positive values of

$$\gamma_{1j} = \frac{n_{1j}}{(n_{1j} - 1)(n_{1j} - 2)} \sum_k \left(\frac{X_{1jk} - \bar{X}_{1j}}{s_{1j}} \right)^3$$

with $n_{1j} > 30$ for all values of j .

Note, that t_j is the “modified Z ” statistic. The statistic T_j is a “modified Z ” corrected for the skewness of the ILEC data.

If $\min(n_{1j}, n_{2j}) \leq 6$, and

a) $M_j \leq 1,000$ (the total number of distinct pairs of samples of size n_{1j} and n_{2j} is 1,000 or less).

- Calculate the sample sum for all possible samples of size n_{2j} .
- Rank the sample sums from smallest to largest. Ties are dealt by using average ranks.
- Let R_0 be the rank of the observed sample sum with respect all the sample sums.

$$\alpha = 1 - \frac{R_0 - 0.5}{M_j}$$

b) $M_j > 1,000$

- Draw a random sample of 1,000 sample sums from the permutation distribution.
- Add the observed sample sum to the list. There is a total of 1001 sample sums. Rank the sample sums from smallest to largest. Ties are dealt by using average ranks.
- Let R_0 be the rank of the observed sample sum with respect all the sample sums.

$$\alpha = 1 - \frac{R_0 - 0.5}{1001}$$

Proportion Measure

$$Z_j = \frac{n_j a_{1j} - n_{1j} a_j}{\sqrt{\frac{n_{1j} n_{2j} a_j (n_j - a_j)}{n_j - 1}}}$$

Rate Measure

$$Z_j = \frac{n_{1j} - n_j q_j}{\sqrt{n_j q_j (1 - q_j)}}$$

Ratio Measure

$$Z_j = \frac{\hat{R}_{1j} - \hat{R}_{2j}}{\sqrt{V(\hat{R}_{1j}) \left(\frac{1}{n_{1j}} + \frac{1}{n_{2j}} \right)}}$$

$$V(\hat{R}_{1j}) = \frac{\sum_k (U_{1jk} - \hat{R}_{1j} X_{1jk})^2}{\bar{X}_{1j}^2 (n_{1j} - 1)} = \frac{\sum_k U_{1jk}^2 - 2\hat{R}_{1j} \sum_k (U_{1jk} X_{1jk}) + \hat{R}_{1j}^2 \sum_k X_{1jk}^2}{\bar{X}_{1j}^2 (n_{1j} - 1)}$$

3. **Obtain a truncated Z value for each cell, Z_j^* .** To limit the amount of cancellation that takes place between cell results during aggregation, cells whose results suggest possible favoritism are left alone. Otherwise the cell statistic is set to zero. This means that positive equivalent Z values are set to 0, and negative values are left alone. Mathematically, this is written as

$$Z_j^* = \min(0, Z_j).$$

4. **Calculate the theoretical mean and variance of the truncated statistic under the null hypothesis of parity, $E(Z_j^* | H_0)$ and $\text{Var}(Z_j^* | H_0)$.** In order to compensate for the truncation in step 3, an aggregated, weighted sum of the Z_j^* will need to be centered and scaled properly so that the final aggregate statistic follows a standard normal distribution.

- If $W_j = 0$, then no evidence of favoritism is contained in the cell. The formulae for calculating $E(Z_j^* | H_0)$ and $\text{Var}(Z_j^* | H_0)$ cannot be used. Set both equal to 0.
- If $\min(n_{1j}, n_{2j}) > 6$ for a mean measure, $\min\left\{a_{1j}\left(1 - \frac{a_{1j}}{n_{1j}}\right), a_{2j}\left(1 - \frac{a_{2j}}{n_{2j}}\right)\right\} > 9$ for a proportion measure, $\min(n_{1j}, n_{2j}) > 15$ and $n_j q_j (1 - q_j) > 9$ for a rate measure, or n_{1j} and n_{2j} are large for a ratio measure then

$$E(Z_j^* | H_0) = -\frac{1}{\sqrt{2\pi}}, \text{ and}$$

$$\text{Var}(Z_j^* | H_0) = \frac{1}{2} - \frac{1}{2\pi}.$$

- Otherwise, determine the total number of values for Z_j^* . Let z_{ji} and θ_{ji} , denote

the values of Z_j^* and the probabilities of observing each value, respectively.

$$E(Z_j^* | H_0) = \sum_i \theta_{ji} z_{ji}, \text{ and}$$

$$\text{Var}(Z_j^* | H_0) = \sum_i \theta_{ji} z_{ji}^2 - [E(Z_j^* | H_0)]^2.$$

The actual values of the z 's and θ 's depends on the type of measure.

Mean Measure

$$N_j = \min(M_j, 1,000), \quad i = 1, \dots, N_j$$

$$z_{ji} = \min \left\{ 0, \Phi^{-1} \left(1 - \frac{R_i - 0.5}{N_j} \right) \right\} \quad \text{where } R_i \text{ is the rank of sample sum } i$$

$$\theta_j = \frac{1}{N_j}$$

Proportion Measure

$$z_{ji} = \min \left\{ 0, \frac{n_j i - n_{1j} a_j}{\sqrt{\frac{n_{1j} n_{2j} a_j (n_j - a_j)}{n_j - 1}}} \right\}, \quad i = \max(0, a_j - n_{2j}), \dots, \min(a_j, n_{1j})$$

$$\theta_{ji} = \text{HG}(i)$$

Rate Measure

$$z_{ji} = \min \left\{ 0, \frac{i - n_j q_j}{\sqrt{n_j q_j (1 - q_j)}} \right\}, \quad i = 0, \dots, n_j$$

$$\theta_{ji} = \text{BN}(i)$$

Ratio Measure

The performance measure that is in this class is billing accuracy. If a parity test were used, the sample sizes for this measure are quite large, so there is no need for a small sample technique. If one does need a small sample technique, then a resampling method can be used.

5. Calculate the aggregate test statistic, Z^T .

$$Z^T = \frac{\sum_j W_j Z_j^* - \sum_j W_j E(Z_j^* | H_0)}{\sqrt{\sum_j W_j^2 \text{Var}(Z_j^* | H_0)}}$$

The Balancing Critical Value

There are four key elements of the statistical testing process:

1. the null hypothesis, H_0 , that parity exists between ILEC and CLEC services
2. the alternative hypothesis, H_a , that the ILEC is giving better service to its own customers
3. the Truncated Z test statistic, Z^T , and
4. a critical value, c

The decision rule² is

- If $Z^T < c$ then accept H_a .
- If $Z^T \geq c$ then accept H_0 .

There are two types of error possible when using such a decision rule:

Type I Error: Deciding favoritism exists when there is, in fact, no favoritism.

Type II Error: Deciding parity exists when there is, in fact, favoritism.

The probabilities of each type of each are:

Type I Error: $\alpha = P(Z^T < c | H_0)$.

Type II Error: $\beta = P(Z^T \geq c | H_a)$.

We want a balancing critical value, c_B , so that $\alpha = \beta$.

It can be shown that.

² This decision rule assumes that a negative test statistic indicates poor service for the CLEC customer. If the opposite is true, then reverse the decision rule.

$$c_B = \frac{\sum_j W_j M(m_j, se_j) - \sum_j W_j \frac{-1}{\sqrt{2\pi}}}{\sqrt{\sum_j W_j^2 V(m_j, se_j) + \sum_j W_j^2 \left(\frac{1}{2} - \frac{1}{2\pi} \right)}}$$

where

$$M(\mu, \sigma) = \mu \Phi\left(\frac{-\mu}{\sigma}\right) - \sigma \phi\left(\frac{-\mu}{\sigma}\right)$$

$$V(\mu, \sigma) = (\mu^2 + \sigma^2) \Phi\left(\frac{-\mu}{\sigma}\right) - \mu \sigma \phi\left(\frac{-\mu}{\sigma}\right) - M(\mu, \sigma)^2$$

$\Phi(\cdot)$ is the cumulative standard normal distribution function, and $\phi(\cdot)$ is the standard normal density function.

This formula assumes that Z_j is approximately normally distributed within cell j . When the cell sample sizes, n_{1j} and n_{2j} , are small this may not be true. It is possible to determine the cell mean and variance under the null hypothesis when the cell sample sizes are small. It is much more difficult to determine these values under the alternative hypothesis. Since the cell weight, W_j will also be small (see calculate weights section above) for a cell with small volume, the cell mean and variance will not contribute much to the weighted sum. Therefore, the above formula provides a reasonable approximation to the balancing critical value.

The values of m_j and se_j will depend on the type of performance measure.

Mean Measure

For mean measures, one is concerned with two parameters in each cell, namely, the mean and variance. A possible lack of parity may be due to a difference in cell means, and/or a difference in cell variances. One possible set of hypotheses that capture this notion, and take into account the assumption that transaction are identically distributed within cells is:

$$H_0: \mu_{1j} = \mu_{2j}, \sigma_{1j}^2 = \sigma_{2j}^2$$

$$H_a: \mu_{2j} = \mu_{1j} + \delta_j \cdot \sigma_{1j}, \sigma_{2j}^2 = \lambda_j \cdot \sigma_{1j}^2 \quad \delta_j > 0, \lambda_j \geq 1 \text{ and } j = 1, \dots, L.$$

Under this form of alternative hypothesis, the cell test statistic Z_j has mean and standard error given by

$$m_j = \frac{-\delta_j}{\sqrt{\frac{1}{n_{1j}} + \frac{1}{n_{2j}}}}, \text{ and}$$

$$se_j = \sqrt{\frac{\lambda_j n_{1j} + n_{2j}}{n_{1j} + n_{2j}}}$$

Proportion Measure

For a proportion measure there is only one parameter of interest in each cell, the proportion of transaction possessing an attribute of interest. A possible lack of parity may be due to a difference in cell proportions. A set of hypotheses that take into account the assumption that transaction are identically distributed within cells while allowing for an analytically tractable solution is:

$$H_0: \frac{p_{2j}(1 - p_{1j})}{(1 - p_{2j})p_{1j}} = 1$$

$$H_a: \frac{p_{2j}(1 - p_{1j})}{(1 - p_{2j})p_{1j}} = \psi_j \quad \psi_j > 1 \text{ and } j = 1, \dots, L.$$

These hypotheses are based on the “odds ratio.” If the transaction attribute of interest is a missed trouble repair, then an interpretation of the alternative hypothesis is that a CLEC trouble repair appointment is ψ_j times more likely to be missed than an ILEC trouble.

Under this form of alternative hypothesis, the within cell asymptotic mean and variance of a_{1j} are given by³

$$E(a_{1j}) = n_j \pi_j^{(1)}$$

$$\text{var}(a_{1j}) = \frac{n_j}{\frac{1}{\pi_j^{(1)}} + \frac{1}{\pi_j^{(2)}} + \frac{1}{\pi_j^{(3)}} + \frac{1}{\pi_j^{(4)}}}$$

where

³ Stevens, W. L. (1951) Mean and Variance of an entry in a Contingency Table. *Biometrika*, 38, 468-470.

$$\begin{aligned}
\pi_j^{(1)} &= f_j^{(1)} (n_j^2 + f_j^{(2)} + f_j^{(3)} - f_j^{(4)}) \\
\pi_j^{(2)} &= f_j^{(1)} (-n_j^2 - f_j^{(2)} + f_j^{(3)} + f_j^{(4)}) \\
\pi_j^{(3)} &= f_j^{(1)} (-n_j^2 + f_j^{(2)} - f_j^{(3)} + f_j^{(4)}) \\
\pi_j^{(4)} &= f_j^{(1)} \left(n_j^2 \left(\frac{2}{\psi_j} - 1 \right) - f_j^{(2)} - f_j^{(3)} - f_j^{(4)} \right) \\
f_j^{(1)} &= \frac{1}{2n_j^2 \left(\frac{1}{\psi_j} - 1 \right)} \\
f_j^{(2)} &= n_j n_{1j} \left(\frac{1}{\psi_j} - 1 \right) \\
f_j^{(3)} &= n_j a_j \left(\frac{1}{\psi_j} - 1 \right) \\
f_j^{(4)} &= \sqrt{n_j^2 \left[4n_{1j} (n_j - a_j) \left(\frac{1}{\psi_j} - 1 \right) + \left(n_j + (a_j - n_{1j}) \left(\frac{1}{\psi_j} - 1 \right) \right)^2 \right]}
\end{aligned}$$

Recall that the cell test statistic is given by

$$Z_j = \frac{n_j a_{1j} - n_{1j} a_j}{\sqrt{\frac{n_{1j} n_{2j} a_j (n_j - a_j)}{n_j - 1}}}.$$

Using the equations above, we see that Z_j has mean and standard error given by

$$\begin{aligned}
m_j &= \frac{n_j^2 \pi_j^{(1)} - n_{1j} a_j}{\sqrt{\frac{n_{1j} n_{2j} a_j (n_j - a_j)}{n_j - 1}}}, \text{ and} \\
se_j &= \sqrt{\frac{n_j^3 (n_j - 1)}{n_{1j} n_{2j} a_j (n_j - a_j) \left(\frac{1}{\pi_j^{(1)}} + \frac{1}{\pi_j^{(2)}} + \frac{1}{\pi_j^{(3)}} + \frac{1}{\pi_j^{(4)}} \right)}}.
\end{aligned}$$

Rate Measure

A rate measure also has only one parameter of interest in each cell, the rate at which a phenomenon is observed relative to a base unit, e.g. the number of troubles per available line. A possible lack of parity may be due to a difference in cell rates. A set of hypotheses that take into account the assumption that transaction are identically distributed within cells is:

$$H_0: r_{1j} = r_{2j}$$

$$H_a: r_{2j} = \epsilon_j r_{1j} \quad \epsilon_j > 1 \text{ and } j = 1, \dots, L.$$

Given the total number of ILEC and CLEC transactions in a cell, n_j , and the number of base elements, b_{1j} and b_{2j} , the number of ILEC transaction, n_{1j} , has a binomial distribution from n_j trials and a probability of

$$q_j^* = \frac{r_{1j} b_{1j}}{r_{1j} b_{1j} + r_{2j} b_{2j}}.$$

Therefore, the mean and variance of n_{1j} , are given by

$$\begin{aligned} E(n_{1j}) &= n_j q_j^* \\ \text{var}(n_{1j}) &= n_j q_j^* (1 - q_j^*) \end{aligned}$$

Under the null hypothesis

$$q_j^* = q_j = \frac{b_{1j}}{b_j},$$

but under the alternative hypothesis

$$q_j^* = q_j^a = \frac{b_{1j}}{b_{1j} + \epsilon_j b_{2j}}.$$

Recall that the cell test statistic is given by

$$Z_j = \frac{n_{1j} - n_j q_j}{\sqrt{n_j q_j (1 - q_j)}}.$$

Using the relationships above, we see that Z_j has mean and standard error given by

$$m_j = \frac{n_j (q_j^a - q_j)}{\sqrt{n_j q_j (1 - q_j)}} = (1 - \epsilon_j) \sqrt{\frac{n_j b_{1j} b_{2j}}{b_{1j} + \epsilon_j b_{2j}}}, \text{ and}$$

$$se_j = \sqrt{\frac{q_j^a (1 - q_j^a)}{q_j (1 - q_j)}} = \sqrt{\epsilon_j} \frac{b_j}{b_{1j} + \epsilon_j b_{2j}}.$$

Ratio Measure

As with mean measures, one is concerned with two parameters in each cell, the mean and

variance, when testing for parity of ratio measures. As long as sample sizes are large, as in the case of billing accuracy, the same method for finding m_j and se_j that is used for mean measures can be used for ratio measures.

Determining the Parameters of the Alternative Hypothesis

In this appendix we have indexed the alternative hypothesis of mean measures by two sets of parameters, λ_j and δ_j . Proportion and rate measures have been indexed by one set of parameters each, ψ_j and ε_j respectively. A major difficulty with this approach is that more than one alternative will be of interest; for example we may consider one alternative in which all the δ_j are set to a common non-zero value, and another set of alternatives in each of which just one δ_j is non-zero, while all the rest are zero. There are very many other possibilities. Each possibility leads to a single value for the balancing critical value; and each possible critical value corresponds to many sets of alternative hypotheses, for each of which it constitutes the correct balancing value.

The formulas we have presented can be used to evaluate the impact of different choices of the overall critical value. For each putative choice, we can evaluate the set of alternatives for which this is the correct balancing value. While statistical science can be used to evaluate the impact of different choices of these parameters, there is not much that an appeal to statistical principles can offer in directing specific choices. Specific choices are best left to telephony experts. Still, it is possible to comment on some aspects of these choices:

- Parameter Choices for λ_j . The set of parameters λ_j index alternatives to the null hypothesis that arise because there might be greater unpredictability or variability in the delivery of service to a CLEC customer over that which would be achieved for an otherwise comparable ILEC customer. While concerns about differences in the variability of service are important, it turns out that the truncated Z testing which is being recommended here is relatively insensitive to all but very large values of the λ_j . Put another way, reasonable differences in the values chosen here could make very little difference in the balancing points chosen.
- Parameter Choices for δ_j . The set of parameters δ_j are much more important in the choice of the balancing point than was true for the λ_j . The reason for this is that they directly index differences in average service. The truncated Z test is very sensitive to any such differences; hence, even small disagreements among experts in the choice of the δ_j could be very important. Sample size matters here too. For example, setting all the δ_j to a single value – $\delta_j = \delta$ – might be fine for tests across individual CLECs where currently in Louisiana the CLEC customer bases are not too different. Using the same value of δ for the overall state testing does not seem sensible. At the state level we are aggregating over CLECs, so using the same δ as for an individual CLEC would be saying that a "meaningful" degree of disparity is one where the

violation is the same (δ) for each CLEC. But the detection of disparity for any component CLEC is important, so the relevant "overall" δ should be smaller.

- Parameter Choices for ψ_i or ϵ_i . The set of parameters ψ_i or ϵ_i are also important in the choice of the balancing point for tests of their respective measures. The reason for this is that they directly index increases in the proportion or rate of service performance. The truncated Z test is sensitive to such increases; but not as sensitive as the case of δ for mean measures. Sample size matters here too. As with mean measures, using the same value of ψ or ϵ for the overall state testing does not seem sensible.

The three parameters are related however. If a decision is made on the value of δ , it is possible to determine equivalent values of ψ and ϵ . The following equations, in conjunction with the definitions of ψ and ϵ , show the relationship with delta.

$$\delta = 2 \cdot \arcsin(\sqrt{\hat{p}_2}) - 2 \cdot \arcsin(\sqrt{\hat{p}_1})$$
$$\delta = 2\sqrt{\hat{r}_2} - 2\sqrt{\hat{r}_1}$$

The bottom line here is that beyond a few general considerations, like those given above, a principled approach to the choice of the alternative hypotheses to guard against must come from elsewhere.

Decision Process

Once Z^T has been calculated, it is compared to the balancing critical value to determine if the ILEC is favoring its own customers over a CLEC's customers.

This critical value changes as the ILEC and CLEC transaction volume change. One way to make this transparent to the decision maker, is to report the difference between the test statistic and the critical value, $diff = Z^T - c_B$. If favoritism is concluded when $Z^T < c_B$, then the $diff < 0$ indicates favoritism.

This make it very easy to determine favoritism: a positive $diff$ suggests no favoritism, and a negative $diff$ suggests favoritism.

DISAGREE

BELLSOUTH PROPOSAL:
Strike Exhibit

SPRINT PROPOSAL:
Leave Exhibit

BST VSEEM REMEDY PROCEDURE

TIER-1 CALCULATION FOR RETAIL ANALOGUES:

1. Calculate the overall test statistic for each CLEC; z_{CLEC1}^T (See Exhibit C)
2. Calculate the balancing critical value ($C_{B_{CLEC1}}$) that is associated with the alternative hypothesis (for fixed parameters δ , ψ or ϵ). (See Exhibit C)
3. If the overall test statistic is equal to or above the balancing critical value, stop here. Otherwise, go to step 4.
4. Calculate the Parity Gap by subtracting the value of step 2. from that of step 1.;
 $z_{CLEC1}^T - C_{B_{CLEC1}}$
5. Calculate the Volume Proportion using a linear distribution with slope of $\frac{1}{4}$. This can be accomplished by taking the absolute value of the Parity Gap from step 4. divided by 4;
 $ABS((z_{CLEC1}^T - C_{B_{CLEC1}}) / 4)$. All parity gaps equal or greater to 4 will result in a volume proportion of 100%.
6. Calculate the Affected Volume by multiplying the Volume Proportion from step 5. by the Total CLEC₁ Volume in the negatively affected cell; where the cell value is negative. (See Exhibit C)
7. Calculate the payment to CLEC-1 by multiplying the result of step 6. by the appropriate dollar amount from the fee schedule.

So, CLEC-1 payment = Affected Volume_{CLEC1} * \$\$ from Fee Schedule

Example: CLEC-1 Missed Installation Appointments (MIA) for Resale POTS

	n_I	n_C	MIA_I	MIA_C	z_{CLEC1}^T	C_B	Parity Gap	Volume Proportion	Affected Volume
State	50000	600	9%	16%	-1.92	-0.21	1.71	0.4275	
Cell					<u>z_{CLEC1}</u>				
1		150	0.091	0.112	-1.994				64
2		75	0.176	0.098	0.734				

3	10	0.128	0.333	-2.619
4	50	0.158	0.242	-2.878
5	15	0.245	0.075	1.345
6	200	0.156	0.130	0.021
7	30	0.166	0.233	-0.600
8	20	0.106	0.127	-0.065
9	40	0.193	0.218	-0.918
10	10	0.160	0.235	-0.660

4
21

13

9

17

4

133

where n_I = ILEC observations and n_C = CLEC-1 observations

Payout for CLEC-1 is (133 units) * (\$100/unit) = \$13,300

TIER-2 CALCULATION for RETAIL ANALOGUES:

1. Tier-2 is triggered by three monthly failures of any VSEEM submetric in the same quarter.
2. Calculate the overall test statistic for the CLEC Aggregate using all transactions from the calendar quarter; z_{CLECA}^T
3. Calculate the balancing critical value (B_{CLECA}^G) that is associated with the alternative hypothesis (for fixed parameters δ , ψ or ϵ). (See Exhibit C)
4. If the overall test statistic is equal to or above the balancing critical value for the calendar quarter, stop here. Otherwise, go to step 5.
5. Calculate the Parity Gap by subtracting the value of step 3. from that of step 2.: $z_{CLECA}^T - B_{CLECA}^G$
6. Calculate the Volume Proportion using a linear distribution with slope of $\frac{1}{4}$. This can be accomplished by dividing the Parity Gap from step 5. by 4; $ABS((z_{CLECA}^T - B_{CLECA}^G) / 4)$. All parity gaps equal or greater to 4 will result in a volume proportion of 100%.
7. Calculate the Affected Volume by multiplying the Volume Proportion from step 6. by the Total CLECA Volume (CLEC Aggregate) in the negatively affected cell; where the cell value is negative (See Exhibit C).
8. Calculate the payment to State Designated Agency by multiplying the result of step 7. by the appropriate dollar amount from the fee schedule.

So, State Designated Agency payment = Affected Volume_{CLECA} * \$\$ from Fee Schedule

Example: CLEC-A Missed Installation Appointments (MIA) for Resale POTS

State	n_I	n_C	MIA _I	MIA _C	z_{CLECA}^T	G_2	Parity Gap	Volume Proportion	Affected Volume
Quarter1	180000	2100	9%	16%	-1.92	-0.21	1.71	0.4275	
Cell					<u>z_{CLECA}</u>				
1		500	0.091	0.112	-1.994				214

2	300	0.176	0.098	0.734
3	80	0.128	0.333	-2.619
4	205	0.158	0.242	-2.878
5	45	0.245	0.075	1.345
6	605	0.156	0.130	0.021
7	80	0.166	0.233	-0.600
8	40	0.106	0.127	-0.065
9	165	0.193	0.218	-0.918
10	80	0.160	0.235	-0.660

34

88

34

17

71

34

492

where n_i = ILEC observations and n_c = CLEC-A observations

Payout for CLEC-A is (492 units) * (\$300/unit) = \$147,600

Tier-3

Tier-3 uses the monthly CLEC Aggregate results in a given State. Tier-3 is triggered when five of the twelve Tier-3 sub-metrics experience consecutive failures in a given calendar quarter. The table below displays a situation that would trigger a Tier-3 failure, and one that would not.

Process	Measures	TIER-3 FAILURE X = Miss			NOT A TIER-3 FAILURE X = Miss		
		Jan	Feb	Mar	Jan	Feb	Mar
Percent Missed Installation Appointments	Resale POTS	X	X	X	X		
	Resale Design	X			X	X	X
	UNE Loop & Port Combo		X				
	UNE Loops	X	X	X			
Percent Missed Repair Appointments	Resale POTS	X	X	X	X		X
	Resale Design		X	X		X	
	UNE Loop & Port Combo					X	X
	UNE Loops				X		
Billing	Billing Accuracy	X	X	X			
	Billing Timeliness				X	X	X
Trunk Blockage	Percent Trunk Blockage	X	X	X			
Collocation	Percent Missed Collocation Due Dates						

Tier-3 is effective immediately after quarter results, and can only be lifted when two of the five failed sub-metrics show compliance for two consecutive months in the following quarter.

All tiers standalone, such that triggering Tier-3 will not cease payout of any Tier-1 or Tier-2 failures.

TIER-1 CALCULATION FOR BENCHMARKS:

1. For each CLEC, with five or more observations, calculate monthly performance results for the State.
2. CLECs having observations (sample sizes) between 5 and 30 will use Table I below:

Table I **Small Sample Size Table**
(95% Confidence)

Sample Size	Equivalent 90% Benchmark	Equivalent 95% Benchmark	Sample Size	Equivalent 90% Benchmark	Equivalent 95% Benchmark
5	60.00%	80.00%	16	75.00%	87.50%
6	66.67%	83.33%	17	76.47%	82.35%
7	71.43%	85.71%	18	77.78%	83.33%
8	75.00%	75.00%	19	78.95%	84.21%
9	66.67%	77.78%	20	80.00%	85.00%
10	70.00%	80.00%	21	76.19%	85.71%
11	72.73%	81.82%	22	77.27%	86.36%
12	75.00%	83.33%	23	78.26%	86.96%
13	76.92%	84.62%	24	79.17%	87.50%
14	78.57%	85.71%	25	80.00%	88.00%
15	73.33%	86.67%	26	80.77%	88.46%
			27	81.48%	88.89%
			28	78.57%	89.29%
			29	79.31%	86.21%
			30	80.00%	86.67%

3. If the percentage (or equivalent percentage for small samples) is equal to or below the benchmark standard, stop here. Otherwise, go to step 4.
4. Determine the Volume Proportion by taking the difference between the benchmark and the actual performance result.
5. Calculate the Affected Volume by multiplying the Volume Proportion from step 4. by the Total CLEC₁ Volume.
6. Calculate the payment to CLEC-1 by multiplying the result of step 5. by the appropriate dollar amount from the fee schedule.

So, CLEC-1 payment = Affected Volume_{CLEC1} * \$\$ from Fee Schedule

Example: CLEC-1 Missed Installation Appointments (MIA) for UNE Loops

	n_c	Benchmark	MIA_c	Volume Proportion	Affected Volume
State	600	9%	12%	.03	18

Payout for CLEC-1 is (18 units) * (\$400/unit) = \$7,200

TIER-1 CALCULATION FOR BENCHMARKS (in the form of a target):

1. For each, with five or more observations, CLEC calculate monthly performance results for the State.
2. CLECs having observations (sample sizes) between 5 and 30 will use Table I above.
3. Calculate the interval distribution based on the same data set used in step 1.
4. If the 'percent within' is equal to or exceeds the benchmark standard, stop here. Otherwise, go to step 5.
5. Determine the Volume Proportion by taking the difference between 100% and the actual performance result.
6. Calculate the Affected Volume by multiplying the Volume Proportion from step 5. by the Total CLEC₁ Volume.
7. Calculate the payment to CLEC-1 by multiplying the result of step 6. by the appropriate dollar amount from the fee schedule.

So, CLEC-1 payment = Affected Volume_{CLEC1} * \$\$ from Fee Schedule

Example: CLEC-1 Reject Timeliness

	n_c	Benchmark	Reject Timeliness _c	Volume Proportion	Affected Volume
State	600	95% within 1 hour	93% within 1 hour	.07	42

Payout for CLEC-1 is (42 units) * (\$100/unit) = \$4,200

~~TIER-2 CALCULATIONS for BENCHMARKS:~~

~~Tier-2 calculations for benchmark measures are the same as the Tier-1 benchmark calculations except the CLEC Aggregate data having failed for three months in a given calendar quarter is being assessed.~~

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
Sprint
BellSouth Standard Interconnection Agreement

Agreement Effective Date:	Agreement Expiration Date:
Account Manager:	Account Manager Tel No:

Attachment Name/Number	Section Number	Version Date	Planned Activities
Terms/Conditions Part A	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	9	2/29/00	
	10	2/29/00	
	11	2/29/00	
	12	2/29/00	
	13	2/29/00	
	14	2/29/00	
	15	2/29/00	
	16	2/29/00	
	17	2/29/00	
	18	2/29/00	
	19	2/29/00	
	20	2/29/00	
	21	2/29/00	
	22	2/29/00	
	23	2/29/00	
	24	2/29/00	
	25	2/29/00	
	26	2/29/00	
Terms/Conditions Part B			
1-Resale	1	2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)

for

Sprint

BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	9	2/29/00	
	10	2/29/00	
	11	2/29/00	
	12	2/29/00	
	13	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
	Exhibit C	2/29/00	
	Exhibit D	2/29/00	
	Exhibit E	2/29/00	
	Exhibit F	2/29/00	
	Exhibit G	2/29/00	
		2/29/00	
	1	2/29/00	
2-Network Elements & Other Services			
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	9	2/29/00	
	10	2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
Sprint
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	11	2/29/00	
	12	2/29/00	
	13	2/29/00	
	14	2/29/00	
	15	2/29/00	
	16	2/29/00	
	17	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
	Exhibit C	2/29/00	
3-Local Interconnection	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
	Exhibit C	2/29/00	
	Exhibit D	2/29/00	
	Exhibit E	2/29/00	
4-Physical Collocation	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)

for

Sprint

BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	9	2/29/00	
	10	2/29/00	
	11	2/29/00	
	12	2/29/00	
	13	2/29/00	
	14	2/29/00	
	Exhibit A	2/29/00	
	Exhibit B	2/29/00	
5-Access to Numbers & Number Portability	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	8	2/29/00	
	Exhibit A	2/29/00	
6-Ordering/Provisioning	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
7-Billing & Billing Accuracy Certification	1	2/29/00	
	2	2/29/00	
	3	2/29/00	
	4	2/29/00	
	5	2/29/00	
	6	2/29/00	
	7	2/29/00	
	Exhibit A	2/29/00	
8-ROW/Conduits/PoleAtt	1	2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)

for

Sprint

BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
9-Perf Measurement	Pre-Ordering	2/29/00	
	Ordering	2/29/00	
	Provisioning	2/29/00	
	Maint/Repair	2/29/00	
	Billing	2/29/00	
	Opr Svcs/DA	2/29/00	
	E911	2/29/00	
	Trunk Grp Perf	2/29/00	
	Collocation	2/29/00	
	Appendix A	2/29/00	
	Appendix B	2/29/00	
	Appendix C	2/29/00	
10-Executive Summary		2/29/00	
		2/29/00	
11-Disaster Recovery		2/29/00	
		2/29/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
Sprint
BellSouth Standard Interconnection Agreement

Agreement Effective Date:	Agreement Expiration Date:
Account Manager:	Account Manager Tel No:

Attachment Name	Section No.	Version Date	Planned Activities
Terms/Conditions Part A	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	18		
	19		
	20		
	21		
	22		
	23		
	24		
	25		
	26		
Terms/Conditions Part B			
1-Resale	1		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)

for
Sprint

BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	Exhibit F		
	Exhibit G		
	Exhibit H		
2-Network Elements & Other Services	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)

for

Sprint

BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	Exhibit A		
	Exhibit B		
	Exhibit C		
3-Local Interconnection	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
4-Physical Collocation	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)

for

Sprint

BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	13		
	14		
	Exhibit A		
	Exhibit B		
5-Access to Numbers & Number Portability	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
6-Ordering/Provisioning	1		
	2		
	3		
7-Billing & Billing Accuracy Certification	1		
	2		
	3		
	4		
	5		
	6		
	7		
	Exhibit A		
8-ROW/Conduits/PoleAtt	1		
9-Perf Measurement	Pre-Ordering		
	Ordering		
	Provisioning		
	Maint/Repair		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)

**for
Sprint**

BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	Billing		
	Opr Svcs/DA		
	E911		
	Trunk Grp Perf		
	Collocation		
	Appendix A		
	Appendix B		
	Appendix C		

Attachment 11
BellSouth Disaster Recovery Plan

2000
BELLSOUTH
DISASTER RECOVERY PLANNING

For

CLECS

CONTENTS

PAGE

1.0 Purpose	4
2.0 Single Point of Contact	4
3.0 Identifying the Problem	4
3.1 Site Control	5
3.2 Environmental Concerns	6
4.0 The Emergency Control Center (ECC)	6
5.0 Recovery Procedures	7
5.1 CLEC Outage	7
5.2 BellSouth Outage	7
5.2.1 Loss of Central Office	8
5.2.2 Loss of a Central Office with Serving Wire Center Functions	8
5.2.3 Loss of a Central Office with Tandem Functions	8
5.2.4 Loss of a Facility Hub	9
5.3 Combined Outage (CLEC and BellSouth Equipment	9
6.0 T1 Identification Procedures	9
7.0 Acronyms	10

1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELL SOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the

completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
- g) Begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELL SOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
CLEC	-	Competitive Local Exchange Carrier
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to <http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm>.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.